



City of Tigard

## Tigard Business Meeting – Agenda

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### **TIGARD CITY COUNCIL & LOCAL CONTRACT REVIEW BOARD**

**MEETING DATE AND TIME:** September 13, 2016 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

**MEETING LOCATION:** City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

#### **PUBLIC NOTICE:**

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Citizen Communication items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are *estimated*; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. *Business agenda items can be heard in any order after 7:30 p.m.*

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-718-2419, (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-718-2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

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#### **VIEW LIVE VIDEO STREAMING ONLINE:**

<http://live.tigard-or.gov>

**CABLE VIEWERS:** The regular City Council meeting is shown live on Channel 28 at 7:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday	6:00 p.m.	Sunday	11:00 a.m.
Friday	10:00 p.m.	Monday	6:00 a.m.



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**MEETING DATE AND TIME:** September 13, 2016 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

**MEETING LOCATION:** City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

6:30 PM

- **STUDY SESSION**

- A. COUNCIL LIAISON REPORTS **6:35 p.m. estimated time**
- B. RECEIVE BRIEFING ON AN IGA WITH ODOT FOR DESIGN AND CONSTRUCTION OF NEW SECTIONS OF FANNO CREEK TRAIL **6:45 P.M. estimated time**

- **EXECUTIVE SESSION:** The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

- 1. BUSINESS MEETING
  - A. Call to Order
  - B. Roll Call
  - C. Pledge of Allegiance
  - D. Call to Council and Staff for Non-Agenda Items
- 2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)
  - A. Follow-up to Previous Citizen Communication
  - B. Tigard High School Student Envoy
  - C. Tigard Area Chamber of Commerce

- D. Citizen Communication – Sign Up Sheet
3. CONSENT AGENDA: (Tigard City Council & Local Contract Review Board) These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to: **7:35 p.m. estimated time**
- A. RECEIVE AND FILE:
1. Council Calendar
  2. Council Tentative Agenda for Future Meeting Topics
- B. APPROVE CITY COUNCIL MINUTES:
- June 14, 2016
  - June 28, 2016
- C. PROCLAIM CONSTITUTION WEEK
- D. PROCLAIM NATIONAL PREPAREDNESS MONTH
- E. PROCLAIM SEPTEMBER-DECEMBER 2016 A TIME TO CELEBRATE THE 40th ANNIVERSARY OF WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES
- F. CONSIDER RESOLUTION WAIVING TEMPORARY SIGN PERMIT FEES FOR TIGARD BASKETBALL ASSOCIATION
- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council/ City Center Development Agency has voted on those items which do not need discussion.*
4. RECEIVE STATE OF THE DISTRICT PRESENTATION FROM TVF&R **7:45 p.m. estimated time**
5. LEGISLATIVE PUBLIC HEARING: CONSIDER CHANGES TO TIGARD MUNICIPAL CODE CHAPTER 12 **8:00 p.m. estimated time**
6. CONSIDER ISSUING A CONTRACT FOR PUBLIC OUTREACH AND MESSAGING **8:15 p.m. estimated time**
7. DISCUSSION ON UPCOMING CONTRACTS **8:25 p.m. estimated time**
8. CONSIDERATION OF CONTRACT AWARD FOR GREENFIELD DRIVE AND RIDGEFIELD LANE WATER QUALITY FACILITIES REPAIRS **8:45 p.m. estimated time**
9. CITY PRIORITIES DISCUSSION: SCOPING A LOCAL OPTION LEVY AND FACILITIES BOND PROPOSAL **8:50 p.m. estimated time**

10. NON AGENDA ITEMS
11. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
12. ADJOURNMENT **9:10 p.m. estimated time**

**AIS-2389**

**B.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** 10 Minutes

**Agenda Title:** Receive Briefing on an IGA with ODOT for Design and Construction of New Sections of Fanno Creek Trail

**Prepared For:** Mike McCarthy

**Submitted By:** Judy Lawhead,  
Public Works

**Item Type:** Update, Discussion, Direct Staff  
**Meeting Type:** Council Business Mtg - Study Sess.

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Briefing on an intergovernmental agreement (IGA) with the Oregon Department of Transportation (ODOT) for design and construction of new sections of the Fanno Creek Trail.

**STAFF RECOMMENDATION / ACTION REQUEST**

No action required; council will be asked to formally consider the agreement at a future meeting.

**KEY FACTS AND INFORMATION SUMMARY**

This project will design and construct four sections of the Fanno Creek Trail:

- 1) New trail from Woodard Park to Grant Avenue
- 2) Replacement trail from Ash Avenue to Hall Boulevard
- 3) New trail from the Tigard Library to Bonita Road
- 4) New trail from 85th Ave to the Ki-a-Kuts bridge to Tualatin

Federal Congestion Mitigation and Air Quality (CMAQ) funds have been allocated via Metro for this project. Projects using these funds must be administered by a federally-approved agency which, in Oregon, is the Oregon Department of Transportation (ODOT). The IGA outlines how the city and ODOT will work together to deliver this project.

Key terms of the agreement are:

- 1) ODOT will contract directly with the design firm and construction company, and will administer their contracts.
- 2) ODOT will submit requests for and receive the federal funds for this project; federal funds will not flow through city books.
- 3) All work on this project must be done in accordance with all federal and state laws, processes, and procedures.
- 4) The city and ODOT will work together to manage the project; ODOT's primary role will be to ensure the appropriate federal, state, etc. requirements are met.
- 5) \$4,350,000 of federal Congestion Mitigation and Air Quality (CMAQ) funds are allocated for this project.
- 6) The city's required match is 10.27% of the total project cost of \$4,847,877, which is \$497,877. This will be paid at the beginning of each project phase (design, right-of-way acquisition, and construction) based on 10.27% of the estimated cost of that phase. This is budgeted as CIP project # 92046.
- 7) The city is responsible for cost overruns.
- 8) Once constructed, the trail will be under the jurisdiction of and maintained by the city.

The city attorney has completed a legal review of this agreement and found no reason to object to signing it.

The project is scalable - options are available to reduce its scope if necessary to stay within budget.

Note: The section of Fanno Creek Trail from Main Street to Ash Avenue will be reconstructed by a separate project to be done in conjunction with a Clean Water Services project to 're-meander' Fanno Creek in that area.

## **OTHER ALTERNATIVES**

Council could propose changes to the agreement or could decide not to approve the agreement. Should the council decide not to approve the agreement, the project would not move forward and the trail would not get built.

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

Completion of this trail project will be a significant step towards the vision of Tigard as the most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives.

This is project number 92046 in the city's adopted Capital Improvement Plan, and includes high-priority projects in the city's Greenway Trails Plan, Transportation System Plan, Fanno Creek Park Master Plan, and Downtown Connectivity Plan.

## **DATES OF PREVIOUS CONSIDERATION**

Council authorized the grant application for this project on February 12, 2013.

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### **Fiscal Impact**

**Cost:** \$497,877  
**Budgeted (yes or no):** yes  
**Where Budgeted (department/program):** CIP 92046

#### **Additional Fiscal Notes:**

The required match is \$497,877, which is 10.27% of the project cost. Matching funds will need to be paid at the start of each phase of the project based on the cost of work to be done in that phase. Capital Improvement Plan project number 92046 includes \$1,111,342 of Parks SDC funds for this project, which includes the matching funds to be paid under this agreement.

The federal CMAQ funds for this project will go directly to ODOT and will not flow through the city's accounting system.

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### **Attachments**

IGA For Signature

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**LOCAL AGENCY AGREEMENT  
CONGESTION MITIGATION AND AIR QUALITY PROGRAM  
Fanno Creek Trail: Woodard Park-Bonita Rd/85<sup>th</sup> Ave-Tualatin Br.**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the Portland Urbanized Area Metropolitan Planning Organization, acting by and through its elected officials, hereinafter referred to as "Metro," and the CITY OF TIGARD, acting by and through its elected officials, hereinafter referred to as "Agency," herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities, and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. The Fanno Creek Trail is part of the Metro Regional trail system. It serves as the main north-south cycling and walking route in this portion of the Metro area and is the parallel cycling and walking route to Interstate 5 and OR217. The sections from Woodard Park to Bonita Road and from 85<sup>th</sup> Avenue to the Tualatin River (Ki-a-Kuts) Bridge are under the jurisdiction of Agency.
3. A portion of this trail will be constructed on property currently owned by Metro.

**NOW THEREFORE** the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**DEFINITIONS**

1. "Contract Award" (construction projects) means the issuance of a Notice to Proceed (NTP) to the construction contractor.
2. "Contract Time" means amount of time for completing the bid item work under the contract.
3. "Establishment Period" means the time specified to assure satisfactory establishment and growth of planted materials.
4. "Final Acceptance" means written confirmation by Agency and State that the project has been completed according to the contract, with the exception of latent defects and warranty obligations, if any, and has been accepted.
5. "Final Payment" the amount of final payment will be the difference between the total amount due the contractor and the sum of all payments previously made. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.
6. "Obligation" means approval of funding that allows a project to commence with spending.



7. "Project Close-Out" means project is ready to close as there are no more expenditures associated with project.
8. "Second Notification" means written acknowledgment by the Engineer of the end of Contract Time in accordance with ODOT Standard Specification 000180.50(g).
9. "Third Notification" written acknowledgment by the Engineer, subject to Final Acceptance, that as of the date of the notification the Contractor has completed the Project according to the Contract, including without limitation completion of all minor corrective work, Equipment and plant removal, site clean-up, and submittal of all certifications, bills, forms and documents required under the Contract.

## **TERMS OF AGREEMENT**

1. Under such authority, State, Agency and Metro agree to State constructing approximately 8,800 feet of paved shared-use path at four (4) sections of the Fanno Creek Trail, including bridges and boardwalk structures, and mitigation, hereinafter referred to as "Project." The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A – Project Location Maps 1 and 2," and by this reference made a part hereof.
2. This Project shall be conducted as a part of the Congestion Mitigation and Air Quality (CMAQ) Program under Title 23, United States Code. The total Project cost is estimated at \$4,847,877, which is subject to change. The CMAQ funds are limited to \$4,350,000. The Project will be financed with CMAQ funds at the maximum allowable federal participating amount, which is 89.73 percent, with Agency providing the 10.27 percent match for eligible costs and paying for any non-participating costs, including all costs in excess of the available federal funds. Agency is not guaranteed the use of unspent funds. Moving funds between phases requires the approval of State's CMAQ Program Manager.
3. The scope, schedule, progress report requirements, and Project Change Request process are described in Exhibit B, attached hereto and by this reference made a part hereof. Agency agrees to the conditions set forth in Exhibit B.
4. Metro grants State and Agency the right to enter onto Metro property for the performance of duties as set forth in this Agreement. Agency grants State the right to enter onto Agency property for the performance of duties as set forth in this Agreement.
5. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
6. Agency shall comply with the requirements of Buy America [23 CFR 635.410](#).
7. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is [20.205](#), Highway Planning and Construction.

8. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
9. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in [ORS 190.003](#), if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in [ORS 30.260](#), caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.
10. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
11. This Agreement may be terminated by mutual written consent of the Parties.
12. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its

reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

13. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. Information required by [2 CFR 200.331\(a\)](#), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed. The indirect cost rate for this project, at the time the agreement is written, is 156 percent and may change upon notice to State and State's subsequent written approval. Agency may have other indirect cost rates for departments and or disciplines that have been approved for use by their cognizant agency and State and these rates may be used on the Project, as applicable.
15. Agency and Metro shall each separately, upon completion of the Project and as a condition to this Agreement, complete and file with the appropriate County Clerk, "Memorandum of Agreement and Acknowledgment of Federal Assistance," substantially in the form of Exhibit C attached hereto and by this reference made a part hereof. Agency and Metro shall each provide confirmation of this filing by forwarding to State's Contact a notarized copy of the recorded Memorandum of Agreement and Acknowledgment of Federal Assistance. By means of said acknowledgment of Agency financial obligations, the continued use of said property for public purposes, and the maintenance of the facility or service at a level consistent with normal depreciation or demand or both is recognized and attached to the property as conditions. Any interest in said property by State is proportional to the federal state funding participation in Project. While in default of conditions of this Agreement, Agency will be ineligible to receive federal or state funds from any Active Transportation managed administered program for any project on a street, road or property. The Memorandum of Agreement and Acknowledgment of Federal Assistance shall remain in place for the useful life of Project identified in the Special Provisions. State acknowledges that such interest shall not be deemed a lien, mortgage, deed of trust or other security instrument or interest granted by Agency and Metro for security purposes.
16. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
17. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program

requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

18. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
19. Agency and Metro certify and represent that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency or Metro, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
20. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
21. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
22. State's Project Manager for the Agreement is Michele Thom, Local Liaison, 123 NW Flanders, Portland, OR 97209, 503-731-8279, [Michele.r.thom@odot.state.or.us](mailto:Michele.r.thom@odot.state.or.us) or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.
23. Agency's Project Manager for this Agreement is Mike McCarthy, Project Manager, 13125 SW Hall Blvd., Tigard, OR 97223, 503-718-2462, [mikem@tigard-or.gov](mailto:mikem@tigard-or.gov) or assigned designee upon individual's absence. Agency shall notify the other Parties in writing of any contact information changes during the term of this Agreement.
24. Metro's Contact for this Project is Robert Spurlock, Senior Regional Planner, 600 NE Grand Ave, Portland, OR, 97232, (503) 813-7560, [Robert.Spurlock@oregonmetro.gov](mailto:Robert.Spurlock@oregonmetro.gov), or assigned designee upon individual's absence. Agency shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #19327) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

**CITY OF TIGARD**, by and through its  
elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

**Agency Contact:**

Mike McCarthy, Project Manager  
13125 SW Hall Blvd.  
Tigard, OR 97223  
503-718-2462  
[mikem@tigard-or.gov](mailto:mikem@tigard-or.gov)

**METRO**, by and through its elected  
officials

By \_\_\_\_\_

Title \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Metro Counsel

Date \_\_\_\_\_

**Metro Contact:**

Robert Spurlock, Senior Regional Planner  
600 NE Grand Ave  
Portland, OR, 97232  
(503) 813-7560  
[Robert.Spurlock@oregonmetro.gov](mailto:Robert.Spurlock@oregonmetro.gov)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
CMAQ Program Manager or  
Active Transportation Section Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Project Services Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**State Contact:**

Oregon Dept. of Transportation  
Michele Thom, Local Liaison  
123 NW Flanders  
Portland, OR 97209  
503-731-8279  
[Michele.r.thom@odot.state.or.us](mailto:Michele.r.thom@odot.state.or.us)



EXHIBIT A – Project Location Map 1 of 2

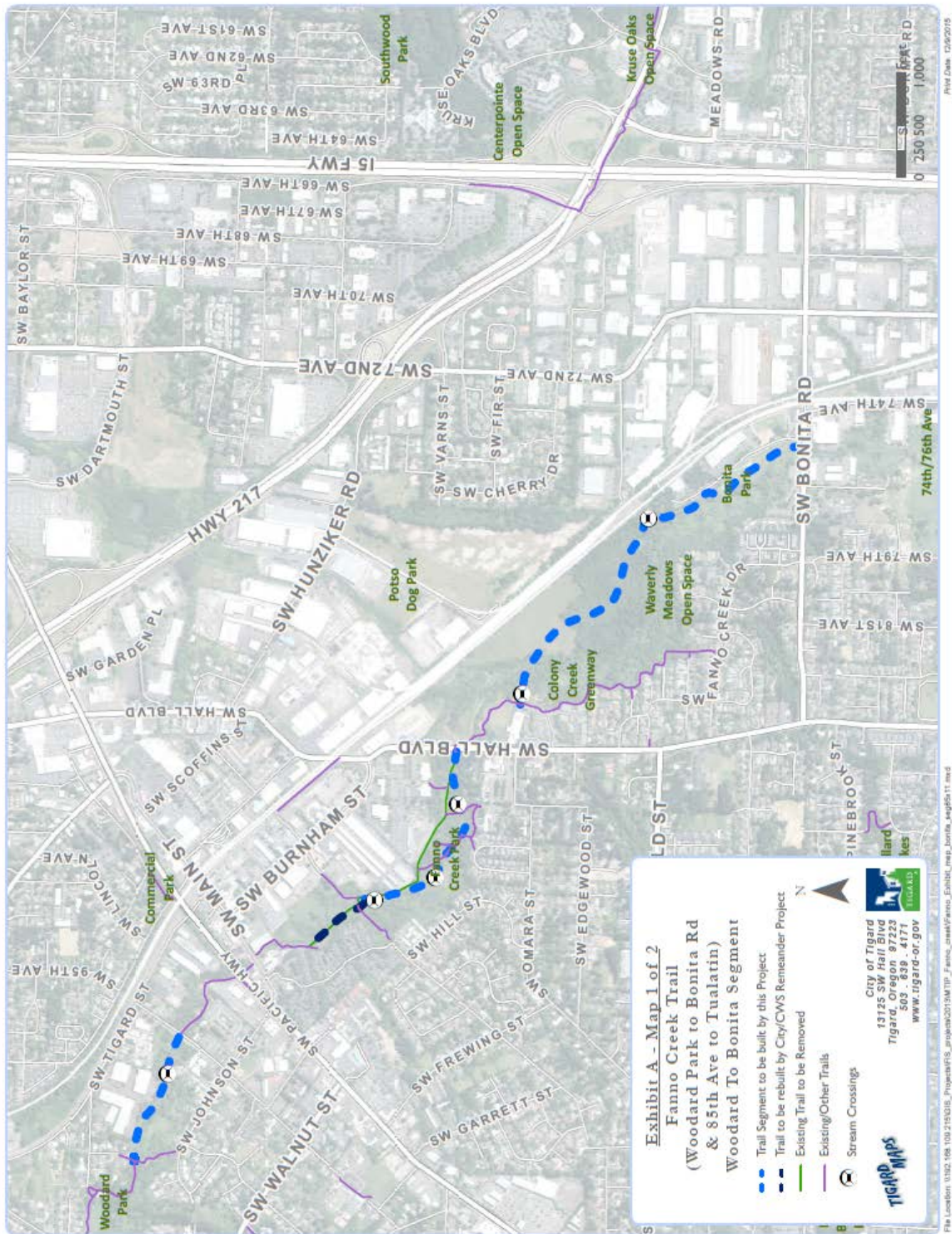
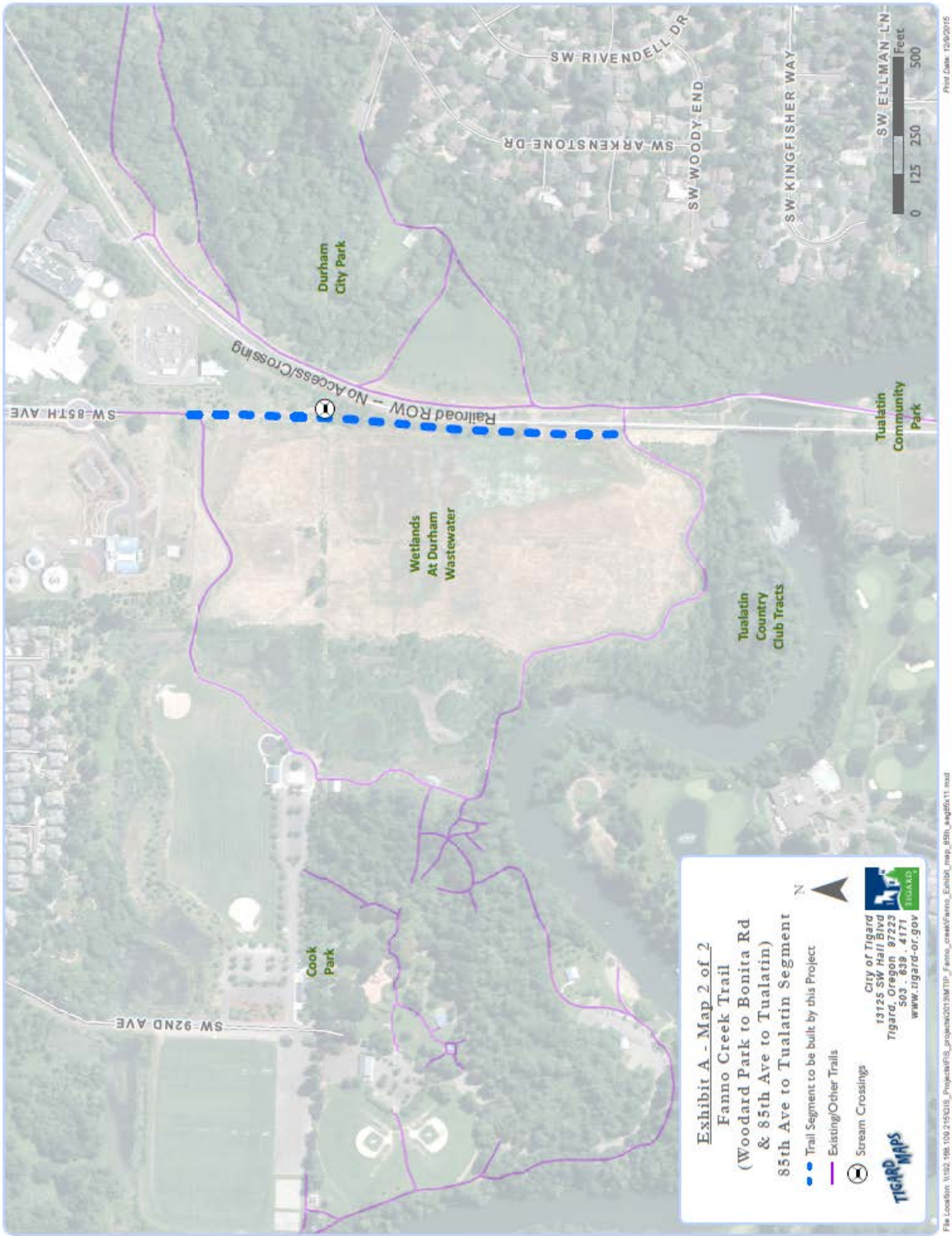


EXHIBIT A – Project Location Map 2 of 2





**EXHIBIT B**  
**Progress Reports and Project Change Request Process**  
**Agreement No. 31030**

**Key Number: 19327**

**Project Name:** Fanno Creek Trail: Woodard Park-Bonita Rd/85<sup>th</sup> Ave-Tualatin Br.

**1. Project Description**

The Project includes design and construction of four segments of shared-use path that are part of the regional Fanno Creek Trail system. A 12 foot wide paved path with structures is assumed for all four segments unless State determines that conditions such as environmental constraints justify a narrower section in a specific area. Path width will include a minimum one-foot shy distance along all structures with railings and in all areas with an adjacent vertical barrier. A one foot shoulder on either side of the trail will be required where no structures exist.

Segment #1—Woodard Park to Grant Avenue: Approximately 1,400 feet in length.

Segment #2—Ash Avenue to Hall Road: Approximately 1,800 feet in length.

Segment #3—Tigard Library to Bonita Road: Approximately 4,200 feet in length.

Segment #4—SW 85<sup>th</sup> Avenue to Tualatin River (Ki-a-Kuts Bridge): Approximately 1,400 feet in length.

2. This Project is subject to progress reporting and project change process as stated below.
3. **Monthly Progress Reports (MPR)** - Agency shall submit monthly progress reports using MPR Form 734-2862, incorporated by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5th day of each month, starting the first month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project's construction contract.

The fillable MPR form and instructions are available at the following address:

[http://www.oregon.gov/ODOT/TD/AT/Pages/Forms\\_Applications.aspx](http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx)

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

**Table 1: Project Milestones**

	<b>Milestone Description</b>	<b>Completion Date</b>
1	Obligation (Federal Authorization) of Federal funds for the Preliminary Engineering phase of the Project	December 31, 2016
2	Obligation (Federal Authorization) of Federal Funds for the Right of Way phase of the Project (if needed)	September 30, 2017
3	Obligation (Federal Authorization) of Federal for the Construction phase of the Project	February 28, 2019

**5. Requirements for Construction Projects**

- a. **Second Notification** –Upon completion of on-site work Second Notification shall be issued. Second Notification is further defined in Definitions. The anticipated and actual date for issuance of Second Notification shall be reported in the required monthly report as described in paragraph 3, above.
- b. **Third Notification** – Issuance of Third Notification must be received within 120 days from the issuance of Second Notification as stated above with the exception of any Establishment Period noted in the Construction Contract or any remaining responsibilities of the Contractor. If Third notification is not issued within the required timeframe, Consequences for Non-Performance, paragraph 8 below may apply.

**6. Project Change Request (PCR) Process** - Agency must obtain approval from State's Contact for changes to the Project's scope, schedule, or budget as specified in paragraphs 6a, 6b and 6c, below. Agency shall be fully responsible for all costs that occur outside the established Project scope, schedule or budget and prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.

- a. **Scope** - A PCR is required for any significant change or reduction in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).
- b. **Schedule** – A PCR is required if Agency or State's Contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
- c. **Budget** – Total Project Cost and approved funds for the Project are controlled by Terms of Agreement paragraph 2 of this Agreement.

**7. PCR Form** - Agency must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to

mitigate the change. A Project Change Request may be rejected at the discretion State's CMAQ Program Manager.

The fillable PCR form and its instructions are available at the following web site:  
[http://www.oregon.gov/ODOT/TD/AT/Pages/Forms\\_Applications.aspx](http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx)

8. **Consequence for Non-Performance** - If Agency fails to fulfill its obligations in paragraphs No. 3 through No. 7 above, or does not assist in advancing the Project or perform tasks that the Agency is responsible for under the Project Milestones, State's course of action through the duration of Agency's default may include: (a) restricting Agency consideration for future funds awarded through State's managed funding programs, (b) withdrawing unused Project funds, and (c) terminating this Agreement as stated in Terms of Agreement, Paragraph No. 12a and 12b. State may also choose to bill Agency for expenses incurred by State for staff time to assist in completion of the final project documentation and issuance of Third Notification.

After recording, return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**  
**MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL ASSISTANCE**  
**[State Recording Authority: ORS 93.710 and ORS 205.130(2)]**

Agreement Number:

Project Name:

Key Number:

Local Agency Agreement No. \_\_\_\_\_ between the (Insert Agency Name) and the State of Oregon, Department of Transportation was executed on \_\_\_\_\_. Pursuant to paragraph \_\_\_\_\_, Terms of Agreement, page \_\_\_\_\_ of the Local Agency Agreement, upon the recording of this document, the (Insert Agency Name) received federal funds for the Project described in the Local Agency Agreement. The property and assets under the jurisdiction of the (Insert Agency Name) were improved with the assistance from the United States Government. Such assistance was provided to (Insert Agency Name), in reimbursement of costs associated with the (Insert Project Name). The use and disposition of said property is subject to the terms of the above noted Local Agency Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 2 CFR part 1201. A description of the improved property is attached.

(Insert Agency Name)

By: \_\_\_\_\_  
(Name of person)

(Notary Stamp)

Title: \_\_\_\_\_

State of Oregon: County of \_\_\_\_\_

Signed or attested before me on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (name(s) of person(s))

\_\_\_\_\_ My commission expires on \_\_\_\_\_.

**STATE OF OREGON, DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: Active Transportation Section Manager

(Notary Stamp)

State of Oregon: County of \_\_\_\_\_

Signed or attested before me on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (name(s) of person(s))

\_\_\_\_\_ My commission expires on \_\_\_\_\_.

Oregon Department of Transportation; 555 13<sup>th</sup> Street NE; Salem, OR 97301-4178

**ATTACHMENT NO. 1 to Agreement No. 31030**  
**SPECIAL PROVISIONS**

1. State shall be responsible for delivering all aspects of the Project.
2. State shall award and administer the construction contract and be responsible for all required materials testing and quality documentation; and Agency will prepare necessary documentation with State-qualified personnel, to allow State to make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the *ODOT Construction Manual* and the *ODOT Inspector's Manual*.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. State may make available the State's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the Consultant and reimburse State for payment of any Consultant costs that are not eligible as federal participating costs or that are not included as part of the total cost of the Project.
5. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. This work includes, but is not limited to, contract administration, plan review and approval, and attend meetings when necessary. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right-of-Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per this Agreement.
6. The Parties agree that the useful life of this Project is defined as twenty (20) years. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand.
7. Metro grants State and Agency the right to enter onto Metro property for the performance of duties as set forth in this Agreement. Agency grants State the right to enter onto Agency property for the performance of duties as set forth in this Agreement.
8. Agency shall, prior to State's award of the contract, obtain or assist State in obtaining all necessary permissions from Metro allowing State to perform work on Metro's facility.

## **ATTACHMENT NO. 1 FEDERAL STANDARD PROVISIONS**

### **PROJECT ADMINISTRATION**

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. Non-certified agencies must contract with State or a State certified local public agency to secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. Non-certified agencies may use a State-approved consultant to perform preliminary engineering, and construction engineering services.

### **PROJECT FUNDING REQUEST**

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

### **FINANCE**

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be

responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria in 2 CFR 200.330.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the *Local Agency Guidelines Manual* that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent

to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.

9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c)



contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition ((2 CFR 200.333(c)).

13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

14. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.

15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final

costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

## STANDARDS

16. Agency agrees that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with *State's Oregon Bicycle & Pedestrian Design Guide* (current version). Agency shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. Agency may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current *ODOT Highway Design Manual* and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current *Oregon Standard Specifications for Highway Construction* and current *Contract Plans Development Guide*.
18. Agency agrees that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet *ODOT Highway Design Manual* design standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the *Manual on Uniform Traffic Control Devices and Oregon Supplement* as adopted in Oregon Administrative Rule (OAR) 734-020-0005. Agency must obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is

not limited to, right of way, environmental documents, plans and specifications, and utilities.

## **PRELIMINARY & CONSTRUCTION ENGINEERING**

21. Preliminary engineering and construction engineering may be performed by either a) State, b) Agency, c) State-approved consultant, or d) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State or certified agency shall, if they prepare any of the documents identified in this paragraph, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's *Manual of Field Test Procedures*, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.

26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

#### **REQUIRED STATEMENT FOR United States Department of Transportation (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at [http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe\\_program.aspx#plan](http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan). Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

#### **Disadvantaged Business Enterprises (DBE) Obligations**

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

29. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; 2 CFR 1201, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

## **RIGHT OF WAY**

31. Agency and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.

32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project provided Agency or the consultant are qualified to do such work, as required by the *ODOT Right of Way Manual*, and Agency has obtained prior approval from State's Region Right of Way office to do such work.

33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. Agency must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency shall contact State's Liaison, who will contact State's Region Right of Way office for additional information or clarification on behalf of Agency.

34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. Agency ensures that all project right of way monumentation will be conducted in conformance with ORS 209.155.
36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

## **RAILROADS**

37. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and at Project expense, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

## **UTILITIES**

38. Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

## **GRADE CHANGE LIABILITY**

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

## **MAINTENANCE RESPONSIBILITIES**

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

## **CONTRIBUTION**

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or

settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

#### **ALTERNATIVE DISPUTE RESOLUTION**

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

#### **WORKERS' COMPENSATION COVERAGE**

47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. Agency shall ensure that each of its contractors complies with these requirements.

#### **LOBBYING RESTRICTIONS** – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:
- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the



extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

**AIS-2829**

**3. A.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** Consent Item

**Agenda Title:** RECEIVE AND FILE: THREE-MONTH COUNCIL CALENDAR  
AND TENTATIVE AGENDA

**Submitted By:** Carol Krager, Central Services

**Item Type:** Receive and File

**Meeting Type:** Consent -  
Receive and  
File

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Receive and file the Council Calendar and the Tentative Agenda for future council meetings.

**STAFF RECOMMENDATION / ACTION REQUEST**

No action is requested; these are for information purposes.

**KEY FACTS AND INFORMATION SUMMARY**

Attached are the Council Calendar and the Tentative agenda for future Council meetings.

**OTHER ALTERNATIVES**

N/A

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A - Receive and File Items

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**Attachments**

Three Month Calendar of Council Events

Tentative Agenda

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# MEMORANDUM

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TO: Honorable Mayor & City Council/City Center Development Agency Board

FROM: Carol A. Krager, City Recorder

RE: Three-Month Council/CCDA Meeting Calendar

DATE: September 6, 2016

## September

6	Tuesday	CCDA Meeting – 6:30 p.m., Town Hall
13*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall
20*	Tuesday	Council Workshop Meeting – 6:30 p.m., Town Hall
21	Wednesday	Council Fall Outreach – 6-8 p.m., Summerfield
27*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall





## October

4	Tuesday	CCDA Meeting – 6:30 p.m., Town Hall
11*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall
18*	Tuesday	Council Workshop Meeting – 6:30 p.m., Town Hall
25*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall

## November

1	Tuesday	CCDA Meeting – 6:30 p.m., Town Hall
8*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall
15*	Tuesday	Council Workshop Meeting – 6:30 p.m., Town Hall
22*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall

Regularly scheduled Council meetings are marked with an asterisk (\*).

Meeting Banner  Business Meeting ☐  
 Study Session  Special Meeting ☐  
 Consent Agenda  Meeting is Full ☐  
 Workshop Meeting  CCDA Meeting ☐

**City Council Tentative Agenda**  
**9/6/2016 1:01 PM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
2629	09/13/2016	Carol Krager	AAA	September 13, 2016 Business Meeting	Central Services	03/21/2016
2683	09/13/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
2389	09/13/2016	Judy Lawhead	ACCSTUDY	10 Minutes – Receive Briefing on an IGA with ODOT for Design and Construction of New Sections of Fanno Creek Trail	Public Works	09/06/2016
<b>Total Time: 25 of 45 Minutes Scheduled</b>						
2798	09/13/2016	Joanne Bengston	ACONSENT	Consent Item – Proclaim Constitution Week	City Management	08/11/2016
2822	09/13/2016	Liz Lutz	ACONSENT	Consent Item – Consider Resolution Waiving Temporary Sign Permit Fees for Tigard Basketball Association	Finance and Information Services	09/06/2016
2824	09/13/2016	Joanne Bengtson	ACONSENT	Consent Item – Proclamation National Preparedness Month	City Management	08/29/2016
2817	09/13/2016	Alison Grimes	ACONSENT	Consent Item – Proclamation 40 <sup>th</sup> Anniversary of Washington County Cooperative Library Services	Library	08/30/2016
2829	09/13/2016	Carol Krager	ACONSENT	Consent Item – RECEIVE AND FILE: THREE-MONTH COUNCIL CALENDAR AND TENTATIVE AGENDA	Central Services	09/02/2016
2830	09/13/2016	Carol Krager	ACONSENT	Consent Item – Approve City Council Meeting Minutes	Central Services	09/02/2016
2763	09/13/2016	Carol Krager	CCBSNS	1 15 Minutes - RECEIVE STATE OF THE DISTRICT PRESENTATION FROM TVF&R	Central Services	09/06/2016
2754	09/13/2016	Carol Krager	CCBSNS	2 15 Minutes - Legislative Public Hearing: Consider Changes to TMC Chapter 12	Finance and Information Services	09/06/2016

Meeting Banner  Business Meeting ☐  
 Study Session  Special Meeting ☐  
 Consent Agenda  Meeting is Full ☐  
 Workshop Meeting  CCDA Meeting ☐

### City Council Tentative Agenda 9/6/2016 1:01 PM - Updated

2787	09/13/2016	Kent Wyatt	CCBSNS	4 10 Minutes - Consider Issuing Contract for Public Outreach and Messaging	City Management	Wyatt K, Mgmt Analyst
2799	09/13/2016	Kelly Burgoyne	CCBSNS	5 15 Minutes – Discussion of Upcoming Contracts	Central Services	09/06/2016
2825	09/13/2016	Joseph Barrett	CCBSNS	6 5 Minutes – Contract Award – Greenfield Drive and Ridgefield Lane Water Quality Facilities Repairs	Finance and Information Services	09/02/2016
2778/1	09/13/2016	Kelly Burgoyne	CCBSNS	7 20 Minutes - City Priorities Discussion: Scoping a Local Option Levy and Facilities Bond Proposal	City Management	08/23/2016
<b>Total Time: 80 of 100 Minutes Scheduled</b>						
2759	09/20/2016	Carol Krager	AAA	September 20, 2016 Workshop Meeting		
2766	09/20/2016	Sean Farrelly	CCWKSHOP	1 10 Minutes – Discuss Adoption Process for Substantial Amendment to Downtown City Center Urban Renewal Plan.	Community Development	Farrelly S, Redev Project Manager
2765	09/20/2016	Susan Shanks	CCWKSHOP	2 50 Minutes - Joint Mtg w/ Planning Commission: Tigard Triangle Urban Renewal and Code/Zoning Update	Community Development	09/06/2016
2760	09/20/2016	Kent Wyatt	CCWKSHOP	3 60 Minutes - Discuss the City's Role in Addressing Homelessness	City Management	Wyatt K, Mgmt Analyst
2797	09/20/2016	John Goodrich	CCWKSHOP	4 30 Minutes - Willamette River Water Coalition (WRWC) Update Briefing	Public Works	Goodrich J, Division Manager
<b>Total Time: 150 of 180 Minutes Scheduled</b>						
				September 21, 2016 Council Fall Outreach Summerfield Clubhouse – outside (6-8 p.m.)		
2632	09/27/2016	Carol Krager	AAA	September 27, 2016 Business Meeting	Central Services	03/21/2016
2684	09/27/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016

Meeting Banner  Business Meeting ☐  
 Study Session  Special Meeting ☐  
 Consent Agenda  Meeting is Full ☐  
 Workshop Meeting  CCDA Meeting ☐

### City Council Tentative Agenda 9/6/2016 1:01 PM - Updated

2811	09/27/2016	Agnes Kowacz	ACCSTUDY	30 Minutes – Process and Procedures Update – Entire Title 18 Administrative Process and Procedures	Community Development	Kowacz A, Associate Planner
<b>Total Time: 45 of 45 Minutes Scheduled STUDY SESSION FULL</b>						
2752	09/27/2016	Agnes Kowacz	CCBSNS	1 45 Minutes – Public Hearing - DCA2016-00002 Fema Update and Marijuana Facilities	Community Development	Kowacz A, Associate Planner
2703	09/27/2016	Lloyd Purdy	CCBSNS	2 15 Minutes - Resolution of Necessity: Hunziker Infrastructure	Community Development	Newbury A, Sr Proj Engineer
2390	09/27/2016	Judy Lawhead	CCBSNS	3 5 Minutes – Consider Authorizing the City Manager to Sign and IGA with ODOT for Design and Construction of New Sections of the Fanno Creek Trail	Public Works	McCarthy M, St/Trans Sr Proj Eng
2800	09/27/2016	Kelly Burgoyne	CCBSNS	4 20 Minutes – LCRB Placeholder	Central Services	Barrett J, Sr Mgmt Analyst
2821	09/27/2016	Lisa Shaw	CCBSNS	5 10 Minutes – Building Security Camera System Contract	Police	Shaw L, Police Business Manager
2823	09/27/2016	Aaron Rivera	CCBSNS	6 10 Minutes – Authorization for CDBG Grant Application for Bagan Park	Public Works	
2808	09/27/2016	Kelly Burgoyne	CCBSNS	7 10 Minutes – Executive Session	City Management	Bennett D, HR Director
2794	09/27/2016	Kelly Burgoyne	CCBSNS	10 Minutes - Executive Session: Per ORS 192.660(2)(e) Real Property Transaction Negotiations	Community Development	08/25/2016
<b>Total Time: 125 of 100 Minutes Scheduled MEETING OVERSCHEDULED</b>						
2633	10/04/2016	Carol Krager	AAA	October 4, 2016 CCDA Meeting	Central Services	03/21/2016
2788	10/04/2016	Susan Shanks	CCDA	40 Minutes – Initial Public Review of Tigard Triangle Urban Renewal Plan	Community Development	Shanks S, Senior Planner
2767	10/04/2016	Sean Farrelly	CCDA	20 Minutes – Downtown Business Spotlight	Community Development	Farrelly S, Redev Project Manager
<b>Total Time: 60 of 180 Minutes Scheduled</b>						

Meeting Banner  Business Meeting ☐  
 Study Session  Special Meeting ☐  
 Consent Agenda  Meeting is Full ☐  
 Workshop Meeting  CCDA Meeting ☐

### City Council Tentative Agenda 9/6/2016 1:01 PM - Updated









2634	10/11/2016	Carol Krager	AAA	October 11, 2016 Business Meeting	Central Services	03/21/2016
2685	10/11/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
2827	10/11/2016	John Goodrich	ACCSTUDY	20 Minutes - Willamette River Water Charter Provision	Public Works	Krager C, City Recorder
				<b>Total Time: 35 of 45 Minutes Scheduled</b>		
2697	10/11/2016	Lloyd Purdy	ACONSENT	Consent Item - Connect ORVI Grant - Tigard Street Trail	Community Development	Purdy, L, Econ Development Mgr
2801	10/11/2016	Kelly Burgoyne	CCBSNS	20 Minutes – LCRB Placeholder	Central Services	Barrett J, Sr Mgmt Analyst
2699	10/11/2016	Lloyd Purdy	CCBSNS	15 Minutes - Development Agreement Hunziker Infrastructure - Second Review	Community Development	Purdy, L, Econ Development Mgr
				<b>Total Time: 35 of 100 Minutes Scheduled</b>		
2635	10/18/2016	Carol Krager	AAA	October 18, 2016 Workshop Meeting	Central Services	03/21/2016
2636	10/25/2016	Carol Krager	AAA	October 25, 2016 Business Meeting	Central Services	03/21/2016
2686	10/25/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
				<b>Total Time: 15 of 45 Minutes Scheduled</b>		
2764	10/25/2016	Gary Pagenstecher	CCBSNS	30 Minutes - Cemetery Setback Code Amendment	Community Development	Pagenstecher G, Assoc Planner

Meeting Banner  Business Meeting ☐  
 Study Session  Special Meeting ☐  
 Consent Agenda  Meeting is Full ☐  
 Workshop Meeting  CCDA Meeting ☐

**City Council Tentative Agenda**  
**9/6/2016 1:01 PM - Updated**

2802	10/25/2016	Kelly Burgoyne	CCBSNS	20 Minutes – LCRB Placeholder	Central Services	Barrett J, St Mgmt Analyst
2809	10/25/2016	Kelly Burgoyne	CCBSNS	10 Minutes – Placeholder	City Management	Bennett D, HR Director
<b>Total Time: 60 of 100 Minutes Scheduled</b>						
2637	11/01/2016	Carol Krager	AAA	November 1, 2016 CCDA Meeting – <b>Combo Meeting – City Council Business Meeting</b>	Central Services	03/21/2016
2810	11/01/2016	Sean Farrelly	CCDA	60 Minutes - Council Public Hearing On Development Code Amendments	Community Development	Farrelly S, Redev Project Manager
				November 1, 2016 Business Meeting	Central Services	
2815	11/01/2016	Kelly Burgoyne	ACCSTUDY	15 Minutes – Council Liaison Reports	Central Services	Krager C, City Recorder
<b>Total Time: 15 of 45 Minutes Scheduled</b>						
2816	11/01/2016	Kelly Burgoyne	CCBSNS	20 Minutes – LCRB Placeholder	Central Services	Barret J, Sr Mgmt Analyst
<b>Total Time: 80 of 100 Minutes Scheduled</b>						
2638	11/08/2016	Carol Krager	AAA	November 8, 2016 Business Meeting – <b>CLOSED</b>	Central Services	04/15/2016
2687	11/08/2016	Carol Krager	ACCSTUDY	15 Minutes – Council Liaison Reports - <b>CLOSED</b>	Central Services	04/15/2016
<b>Total Time: 0 of 45 Minutes Scheduled</b>						
<b>Total Time: 0 of 100 Minutes Scheduled – MEETING CLOSED</b>						
2639	11/15/2016	Carol Krager	AAA	November 15, 2016 Workshop Meeting <b>Mayor Cook Absent – (Nov 15-18)</b>		



Meeting Banner  Business Meeting   
 Study Session  Special Meeting   
 Consent Agenda  Meeting is Full   
 Workshop Meeting  CCDA Meeting 

**City Council Tentative Agenda**  
**9/6/2016 1:01 PM - Updated**

2792	11/15/2016	Steve Martin	CCWKSHOP	45 Minutes – Joint Meeting with the Park and Recreation Advisory Board	Public Works	Martin S, Division Manager
2813	11/15/2016	Kelly Burgoyne	CCWKSHOP	30 Minutes - Discuss Non-Residential Tigard Transportation SDC	Finance and Information Services	LaFrance T, Fin/Info Svcs Director
2814	11/15/2016	Kelly Burgoyne	CCWKSHOP	30 Minutes - Present Policy and Implementation Relating to Transient Lodging Tax	Finance and Information Services	LaFrance T, Fin/Info Svcs Director
<b>Total Time: 105 of 180 Minutes Scheduled</b>						
2640	11/22/2016	Carol Krager	AAA	November 22, 2016 Business Meeting	Central Services	03/21/2016
2688	11/22/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
<b>Total Time: 15 of 45 Minutes Scheduled</b>						
2804	11/22/2016	Kelly Burgoyne	CCBSNS	20 Minutes – LCRB Placeholder	Community Development	Barrett J, Sr Mgmt Analyst
<b>Total Time: 20 of 100 Minutes Scheduled MEETING FULL</b>						

**AIS-2830**

**3. B.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** Consent Item

**Agenda Title:** Approve City Council Meeting Minutes

**Submitted By:** Carol Krager, Central Services

**Item Type:** Motion Requested

**Meeting Type:** Consent  
Agenda

**Public Hearing:**

**Publication Date:**

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**Information**

**ISSUE**

Approve City Council meeting minutes.

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve minutes as submitted.

**KEY FACTS AND INFORMATION SUMMARY**

Attached council minutes are submitted for City Council approval:

- June 14, 2016
- June 28, 2016

**OTHER ALTERNATIVES**

N/A

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

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**Attachments**

June 14, 2016 Minutes

June 28, 2016 Minutes

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## City of Tigard

# Tigard City Council Meeting Minutes

June 14, 2016

### STUDY SESSION

A. EXECUTIVE SESSION:

At 6:30 p.m. Mayor Cook read the citation for an Executive Session called under ORS 192.660 (2) (d) and (i) to discuss labor negotiations and the performance and review of the city manager. The executive session ended at 7:15 p.m.

B. COUNCIL LIAISON REPORTS

Councilor Goodhouse reported on a meeting with the King City Republicans where Tigard's potential light rail measure was discussed. There were people who thought that light rail was not being considered and a few felt that the city of Tigard was not opposing the project enough. Councilor Goodhouse recommended that whatever language is used for a potential city referral, that no should mean no planning for light rail, and yes should mean planning will be allowed.

Councilor Henderson distributed some information from the Regional Water Providers on lead in water pipes and suggested reminders be sent to customers. Water providers are not usually responsible for lead in drinking water; they send good water to homes but the pipes in the homes are the trouble. People can still do things like run the tap water for a few minutes if it has been sitting in the pipes for a while before drinking it.



1. BUSINESS MEETING – June 14, 2016

A. At 7:35 p.m. Mayor Cook called the City Council, Local Contract Review Board and City Center Development Agency to order.

B. City Recorder Krager called the roll.

	Present	Absent
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	

C. Mayor Cook asked everyone to stand and join him in the Pledge of Allegiance

D. Call to Council and Staff for Non-Agenda Items – None

## **TIGARD CITY COUNCIL MEETING MINUTES – June 14, 2016**

## 2. CITIZEN COMMUNICATION

- A. Follow-up to Previous Citizen Communication – None
- B. Tigard High School Envoy. THS Envoy Shaina Azbari gave her last report to council for the school year. She introduced next year's envoy, ASB President Lauren Brown. Badminton and dodge ball tournaments were held. A Japanese Night was the last class fundraiser of the school year. The prom was held and the theme was the Great Gatsby. Link Crew is starting up again pairing incoming freshmen with seniors in order to give them a good start at Tigard High in the fall.

Council President Snider requested the move from the Consent Agenda of Resolution No. 16-18 acknowledging and commending Shaina Azbari. Councilor Woodard seconded the motion and all voted in favor. Mayor Cook called her up to receive a special copy of the resolution and take a photo.

### **RESOLUTION NO. 16-18 - A RESOLUTION ACKNOWLEDGING AND COMMENDING SHAINA AZBARI FOR HER SERVICE AS TIGARD HIGH SCHOOL STUDENT ENVOY TO THE CITY OF TIGARD**

	Yes	No
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	

- C. Tigard Area Chamber of Commerce – Chamber CEO Debi Mollahan updated council on Chamber events and programs. They are accepting applications for the Leadership Tigard program and look forward to showing people how to plug into their community. The Chamber will be represented at the Balloon Festival. Their annual Chamber meeting is on June 28 at Broadway Rose and the community is invited. She announced that Lee Farms has joined the Farmers Market vendors. There are 110 children who joined the Kids in the Market Sprouts program. A corn hole tournament is scheduled for July. September 10 is the downtown street fair with a fun run, bike event and a new Latino Fest.
- D. Citizen Communication – Sign up Sheet.

Jill Bentley, 10915 SW Hall Blvd. #11, Tigard, OR 97223, spoke as president of SEIU Local 199, which represents 112 city employees. She said the city's budget is in much better shape than it was in 2013 when the last contract was negotiated. She said at that time union members offered to partner with the city to raise revenues and restore services and two members attended local government lobby day in Salem. The city balanced the budget by reducing annual contributions to employee medical and dental benefits. Since 2008 union members experienced layoffs, furlough days, fewer hours and wages and benefits whittled away. She said they do not know if they will be able to will afford healthcare for their families as the city has said they will not cover anything above five percent insurance rate increases. She said this is unacceptable to their members and urged council to help settle a

fair contract. Ms. Bentley highlighted the city's audit report and said it shows overall annual revenues are higher and the ending fund balance is strong. She noted that the last day of bargaining prior to contract expiration is June 20. She submitted a copy of her testimony with nearby city comparable information and a list of union proposals and the city's response. She summarized by saying, "We all have budgets and we know that a budget is simply a list of priorities. It's time for the city to make their workforce a priority and reinvest in the workers that make Tigard work."

Ann-Marie Anderson, 309 Main Street, Dayton, OR 97114, said she is a library employee and secretary/treasurer of the SEIU union. She has worked for the city for 12 years and noted that the library is only 10 percent non-managerial staff. She said there is a high use of on-call temporary employees and suggested it would be more efficient to have experienced workforce work more hours as part-time workers are often juggling multiple jobs. She said what is good for the union workers is good for the city of Tigard. She asked for council support.

Rob Sisk, 1730 Commercial, Salem, OR 97381, is president of SEIU 503. He said SEIU represents over 55,000 workers, many in local government. He said City of Tigard members feel as if they come last on the priority list as humans as those who make the city services run. Human capital is the most treasured and warrants the best investment. He said it is about time to move employees up and it should not include cost shifting on basic necessities such as health care. He asked council not to delay on settling a contract that they deserve and show them they are a valuable asset.

Thomas Cole, 15000 SW Hall Blvd., Tigard, OR 97224, said he is a Bonaventure resident and also the chairman of the resident council. He said resident Julie Davies has contacted Council President Snider on the issue of the lack of sidewalks between city hall and the Bonaventure facility. They realize Hall Boulevard is an ODOT street but they do not seem to want to do anything about it. He said the law requires that builders construct the sidewalks but there is no building going on near the areas missing sidewalks. He said there are 150 people living at Bonaventure, 100 in the independent living section and 50 in assisted living. Some residents drive but some do not. It would be wonderful to use a sidewalk to go to the senior center or the library. They have been told to use the bike lane but do not feel comfortable walking or using a scooter in the bike lane.

Mayor Cook responded that Hall Blvd. is a state highway and under ODOT's responsibility. He noted that he spoke to a legislative sub-committee on funding for orphan highways recently. The city could take over responsibility but would first want some improvements done to bring it up to a better standard, which will take multiple millions. He noted that sometimes the city does use city money on state highways, citing intersection improvements on Greenburg and Pacific Highway, and at Gaarde/McDonald/Pacific Highway, paid in part with city gas tax money. He said the council is considering adding a 5 cent gas tax to the ballot in November. This could be used for projects in the Capital Improvement Plan (CIP) that people are asking for. Sidewalks on Hall Boulevard are always in the top five list of projects requested by citizens. Council President Snider added that council is having a thorough discussion on what it would take to build a true sidewalk network throughout the city. Council has prioritized to take care of arterial roads first, then collector streets and lastly, neighborhood streets. Assistant City Manager Newton said she would give Mr. Cole

## **TIGARD CITY COUNCIL MEETING MINUTES – June 14, 2016**

contact information. Councilor Goodhouse recommended that he send letters to the legislature in Salem regarding orphan highways.

3. CONSENT AGENDA: (Tigard City Council and Local Contract Review Board)

- A. Receive and File:
  - 1. Council Calendar
  - 2. Council Tentative Agenda for Future Meeting Topics
- B. AUTHORIZE THE CITY MANAGER TO SIGN AN IGA WITH CLEAN WATER SERVICES FOR ONSTRUCTION OF EAST TIGARD SEWER REPLACEMENT
- C. APPROVE INTERGOVERNMENTAL AGREEMENTS WITH WASHINGTON COUNTY LIBRARY SERVICES
- D. AUTHORIZE THE CITY MANAGER TO SIGN AN IGA WITH TRIMET REGARDING COST SHARE OBLIGATIONS FOR NEW SIDEWALKS ALONG COMMERCIAL STREET AND PACIFIC HIGHWAY
- E. CONSIDER RESOLUTION SETTING ANNUAL STIPEND FOR MAYOR AND COUNCIL

**RESOLUTION NO. 16-19 – A RESOLUTION ESTABLISHING MAYOR AND COUNCIL COMPENSATION WHICH SUPERSEDES RESOLUTION NO. 15.26**

- \*F. CONSIDER RESOLUTION OF APPRECIATION FOR TIGARD HIGH SCHOOL ENVOY SHAINA AZBARI

\*Voted on earlier in the meeting during the THS Envoy report.

Councilor Woodard moved to approve the Consent Agenda less Resolution No. 16-18 and Council President Snider seconded the motion. Mayor Cook conducted a vote and the motion passed unanimously.

	Yes	No
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	

4. LOCAL CONTRACT REVIEW BOARD: DISCUSSION OF UPCOMING CONTRACTS AND PURCHASES

Contracts Manager Barrett updated the LCRB on two upcoming contracts. The first is a purchase for new police vehicles. Three are needed for the patrol officers listed in the budget tonight. The total is \$181,000. The second contract is for water quality testing services. An RFP is issued every

**TIGARD CITY COUNCIL MEETING MINUTES – June 14, 2016**

five years for analytical services. Three firms responded to the RFP in late April and staff recommends a contract be awarded to Alyxin Analytical for \$45,000 with a possible life of the contract of \$225,000. In response to a question from Council President Snider, Mr. Barrett said the proposals were close but staff has no qualms about using this local business.

Water Utility Manager Goodrich said staff collects the water but Alyxin does the bacteriological testing monthly. He said the city has a whole suite of tests performed that are required by the EPA and the State of Oregon Health Authority. The water is also checked for pesticides and other types of organics. Additional testing has been for lead. Lead tests are performed in houses under EPA conditions. Tigard does not take the tests; staff provide the bottles and information is provided to the homeowners who then mail their sample to Portland. When the new water system is online the city will collect 60 home samples for a baseline and then 60 more six months later to determine whether or not the Lake Oswego Tigard Water Project is an optimized system. He said he is confident that Tigard's water will be an optimized system within the next year. Mr. Goodrich noted that Councilor Henderson covered the same point in the Study Session earlier. Tigard's water does not show any lead or copper in the water supply. Portland and Lake Oswego do not find lead in the drinking water either. The water provider provides the water but the lead is most often coming from lead service connections on household pipes, which are more common on the east coast.

Council advised that both contracts can return to council on the Consent Agenda.

5. INFORMATIONAL PUBLIC HEARING: LOCAL CONTRACT REVIEW BOARD  
CONSIDERATION OF PUBLIC CONTRACTING EXEMPTION FOR THE CIVIC CENTER  
VISIONING STUDY PROJECT

- a. LCRB Chair Cook opened the Public Hearing.
- b. LCRB Chair Cook announced the Hearing Procedures – Any person wishing to comment on this matter shall be given the opportunity.
- c. Staff Report. Contracts Manager Barrett said staff is recommending the LCRB approve an exemption of the formal competitive bidding process for a contract with MWA Architects for the Civic Center Visioning Study Project. He said the budget is \$300,000 and the amount is \$426,000, so a supplemental budget will be brought to council. Councilor Henderson clarified the cost and asked about the timeline. Mr. Barrett said MWA has until March of 2017 to complete the study.
- d. Public Testimony There was none.
  - Proponents
  - Opponents
  - Response to testimony by staff.
- e. Staff recommends the public contracting exemption process be approved for the Civic Center Visioning Study Project.
- f. LCRB Chair Cook closed the Public Hearing.
- g. LCRB Discussion and Consideration: LCRB Chair Cook suggested that the term civic center visioning study does not make sense. The building will just be for city offices, police, city hall and the permit center. He noted that when council discussed this earlier, the consideration was to look at all of city properties, not just this property. Assistant City Engineer McMillan said she looked more broadly at all properties but then the latest effort looked at sites owned by the city what could be put on that site. It is called Civic Center and not Facilities Report. LCRB Member Goodhouse commented that the words civic center

**TIGARD CITY COUNCIL MEETING MINUTES – June 14, 2016**

could also mean community center. He felt the title is misleading. LCRB Member Snider disagreed and said the title is exactly the proper term. LCRB Member Henderson suggested that the conclusion that will be reached at the end of the study is that it might be bigger than what is needed here. Mr. McGraw replied that there are a number of properties and uses on this site and more urban uses may be appropriate. LCRB Member Goodhouse asked if the Fanno Creek rockbed would be taken into account and Mr. McGraw said due diligence is underway evaluating seismic and other hazards. If the facilities do not pass the test, then the location will need a larger setback.

LCRB Member Woodard moved for adoption of LCRB Resolution No. 16-01. LCRB Member Goodhouse seconded the motion. City Recorder Krager read the number and title of the resolution.

**LCRB RESOLUTION NO. 16-01 - A RESOLUTION GRANTING AN INDIVIDUAL EXEMPTION FROM THE COMPETITIVE SCREENING & SELECTION PROCESS FOR ARCHITECTURAL SERVICES ON THE CIVIC CENTER VISIONING PROJECT**

	Yes	No
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	

**6. LEGISLATIVE PUBLIC HEARING: CONSIDER AMENDING TMC CHAPTER 3.24 SYSTEM DEVELOPMENT CHARGE PROGRAM**

- a. Open Public Hearing - Mayor Cook opened the continued public hearing and announced that this is a legislative public hearing and anyone may testify.
- b. City Attorney: Read the hearing procedures (summarized below):
  1. City staff will summarize the written staff report.
  2. Council will take public comment.
  3. Staff will have an opportunity to respond.
- c. Staff Report: Finance and Information Services Director LaFrance and Assistant Finance Director Fitzpatrick gave the staff report on proposed changes to the Tigard Municipal Code.

Staff found in the course of administering previously adopted SDCs and their implementing documents inconsistencies and procedural gaps among the various documents. To address these issues an interdepartmental workgroup formed of representatives from Finance and Information Services, Public Works, Community Development and the City Attorney's Office to clarify and refine the adopted documents. A few code amendments were recommended that will address these issues. These were discussed with council at a workshop meeting.

- Parks SDC credits will be allowed retroactive to January 1, 2016 for construction of neighborhood parks that were not required as a condition of development approval and that meet the city's standards.



- Issuance of Transportation SDC credits for 50 percent of the local street portion of River Terrace Boulevard will be allowed. This is in addition to the credits allowed for the non-local street portion.
  - Deferral of payment until occupancy for Transportation SDCs on multi-family development will be allowed for consistency with Washington County's process.
- d. Council questions of staff
  - e. Public Testimony: None
  - f. Staff response to testimony: None
  - g. Staff recommendation: Staff recommends adoption of the ordinance.
  - h. Mayor Cook closed the public hearing.
  - j. Council Deliberation

Council President Snider moved to approve Ordinance No. 16-10. Councilor Goodhouse seconded the motion. City Recorder Krager read the number and title of the Ordinance.

**Ordinance No. 16-10– AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE REGARDING CREDITS FOR AND PAYMENT OF SYSTEM DEVELOPMENT CHARGES**

City Recorder Krager conducted a roll call vote.

	Yes	No
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	

Mayor Cook announced that Ordinance No. 16-10 was adopted unanimously.

**The City Center Development Agency was convened for Agenda Item No. 7.**

**7. CITY CENTER DEVELOPMENT AGENCY – INFORMATIONAL PUBLIC HEARING: ADOPT THE CITY CENTER DEVELOPMENT AGENCY FISCAL YEAR 2017 BUDGET WITH ADJUSTMENTS, MAKE APPROPRIATIONS, AND IMPOSE AND CATEGORIZE TAXES**

- a. Chair Cook opened the public hearing.
- b. Chair Cook announced that any person wishing to comment on this matter shall be given the opportunity.
- c. Staff Report. Finance and Information Services Director LaFrance gave the staff report for the City Center Development Agency budget which covers the downtown area. The budget allows some specific ongoing programs. Some expenditures are related to the Saxony project and will allow for ventilation and cleanup of current facility, largely paid for by a Brownfield Grant and also allows for the purchase of this property by the CCDA from the city, repaying the parks bond fund. These are the main projects in the Fiscal Year 2017 budget. Other projects include the Nicoli transit center development which will be funded by a grant.

Smaller projects include paying our scheduled debt service for the Ferguson property and repayment of loans previously made to the city by the CCDA.

A technical adjustment to the budget approved by the Budget Committee will change the debt program to a capital program and there are a number of things that must be done that are not capitalizable. For example, when the city hires an architect to work with a business owner on a façade improvement, that charge is not capitalizable. \$187,000 will be moved out of capital and into a community development program within the CCDA. This does not change the amount, just how the money is categorized.

He emphasized that with this budget the city is utilizing virtually all of the resources of the CCDA, all but \$20,000 (one percent margin). If we are off on any revenue forecasts or the beginning fund balance we will need to be making program and activity changes. Councilor Woodard asked what is included in the \$187,000 amount. Mr. LaFrance said this includes \$110,000 for the Nicoli transit center development which has a grant to help, \$50,000 for strolling streets, targeted improvements, façade and skyline improvements. There is also \$15,000 for architectural design to assist businesses with concepts and \$12,000 for urban renewal and real estate advisors to update and provide financial review for the urban renewal plan.

- d. Public Testimony. No one signed up to speak.
- e. Staff recommends adoption of the FY 2017 CCDA Budget with technical adjustments
- f. Chair Cook closed the public hearing.
- g. CCDA Discussion and Consideration: CCDA Resolution No. 16-02

Director Snider moved for adoption of CCDA Resolution No. 16-02 with technical adjustments. Director Goodhouse seconded the motion.

City Recorder Krager read the number and title of the resolution.

**CCDA RESOLUTION NO. 16-02 - A RESOLUTION ADOPTING THE  
FISCAL YEAR 2016-2017 BUDGET, WITH ADJUSTMENTS, MAKING  
APPROPRIATIONS, AND IMPOSING AND CATEGORIZING TAXES,  
with technical adjustments**

Chair Cook conducted a roll call vote.

	Yes	No
Director Henderson	✓	
Director Snider	✓	
Director Woodard	✓	
Chair Cook	✓	
Director Goodhouse	✓	

CCDA Chair Cook announced that CCDA Resolution No. 16-02 passed unanimously.

The City Council was reconvened for remainder of meeting.

Finance and Information Services Director LaFrance gave an overview of the entire budget process. It began in August with forecasting and prioritizing the capital improvement plan. He noted that

staff has been working on what former Mayor Dirksen referred to as the “fiscal cliff,” where city revenues do not keep up with the cost of services. The great recession also hit hard but Tigard has managed to keep that fiscal cliff at bay. There are now some reserves, as compared to 2010 where the city was at their cash minimums. To get there we had to make hard service level reductions in order to get expenditures below revenues. Hard decisions were made in order to keep expenses down. And as mentioned by Ms. Bentley during citizen communication, Tigard now has a workforce that contributes to their own healthcare, which is common in the private sector and where Tigard has been leading in the public sector. We have looked at our franchise and other fees. He said Tigard has a history of taking the long term view and tries to make sure decisions made today will keep everything afloat five years from now. A second round of cuts was made in 2012. We have fewer staff members today than we had before the recession. We also have a population that is higher than it was during the recession and service levels have not grown. We will have a lot of growth with River Terrance and infill development but the city will not be able to meet the service levels.

Following Budget Committee recommendations a park utility fee was created which will not only fund parks but also removes them from the general fund leaving money available to be reallocated to other general fund programs such as police and the library. We did not go all the way because of the impact it would have on citizen utility bills. A discussion was held during Budget Committee on how to allocate the \$900,000 that was made available through the creation of the park and recreation fee. The Budget Committee did a great job. There were over \$4 million of service and facility level needs and the Budget Committee came forward with a package that is part of the budget to be considered tonight. We still have work to do. We still need to provide services and be able to ask the community that if they desire to receive the services they need and deserve are they willing to fund a local option levy. He said the city would not be able to get there without the actions taken over the last five years. It wouldn’t be responsible to ask for more without having taken those measures.

8. **CERTIFY THAT THE CITY OF TIGARD PROVIDES SERVICES QUALIFYING FOR STATE-SHARED REVENUES - RESOLUTION**

Finance and Information Services Director LaFrance introduced this item. This shared revenue is provided if a city provides at least four services and Tigard provides six. The revenues come from state cigarette, liquor and the state gas tax. Councilor Henderson asked if the cigarette tax has gone down and Mr. LaFrance said it has declined slowly over the last several years.

Councilor Goodhouse moved for adoption of Resolution No. 16-20. Council President Snider seconded the motion and all voted in favor.

**RESOLUTION NO. 16-20 - A RESOLUTION CERTIFYING THAT THE CITY OF TIGARD PROVIDES SERVICES QUALIFYING FOR STATE SHARED REVENUES.**

	Yes	No
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	

**TIGARD CITY COUNCIL MEETING MINUTES – June 14, 2016**

Mayor Cook announced that Resolution No. 16-20 passed unanimously.

9. PUBLIC HEARING - DECLARE THE CITY OF TIGARD'S ELECTION TO RECEIVE STATE REVENUE FUNDING - RESOLUTION

- a. Mayor Cook opened the public hearing.
- b. Mayor Cook announced the hearing procedures. Any person wishing to comment on this matter shall be given the opportunity to comment.
- c. Staff Report: Finance and Information Services Director LaFrance said this is a further state disbursement of liquor tax revenues and requires a public hearing. There will be about \$520,000 of additional revenue.
- d. Public Testimony. There was no public testimony.
  - Proponents.
  - Opponents.
  - Response to testimony by staff.
- e. Staff Recommendation. City Attorney Rihala noted that the marijuana taxes are not subject to these requirements. Mayor Cook said the city should receive a check this fiscal year.
- f. Mayor Cook closed the Public Hearing.
- g. Council Discussion and Consideration: Resolution No. 16-21.

Council President Snider moved for adoption of Resolution No. 16-21. Councilor Goodhouse seconded the motion. City Recorder Krager read the number and title of the resolution. Mayor Cook conducted a vote and the motion passed unanimously.

RESOLUTION NO. 16-21 - A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE SHARING

	Yes	No
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	

10. ADOPT CITYWIDE MASTER FEES AND CHARGES SCHEDULE REPLACING RESOLUTION NO. 04-99 AND RESOLUTION NO. 16-22 AND ALL SUBSEQUENT AMENDMENTS TO DATE

Finance and Information Services Director LaFrance introduced this item and said as an annual review the city looks at fees the city charges but also those that are levied on behalf of other jurisdictions such as Clean Water Services. He said this was previously discussed at a Study Session and the summary outlines the changes. Based upon input given at the Study Session some changes have been made consistent with council direction.

Mayor Cook opened the public hearing.

There was no public testimony.

Councilor Woodard asked if the parks and recreation fee was included. Mr. LaFrance said the new fee was not listed so when adopted, the motion should include an amendment to add the parks and recreation fee at its current rate.

Councilor Woodard moved for adoption of Resolution No. 16-22 with the amendment to add the parks and recreation fee at its current rate. Councilor Henderson seconded the motion.

Council President Snider said some of the discussion he wanted to have about the budget may call into question the park rate. He felt it was backwards to approve fees until after the budget discussion. Mr. LaFrance said this motion could be held over until after the next agenda item.

Councilor Woodard moved to table consideration of Resolution 16-22 until after the budget agenda item. Council President Snider seconded.

	Yes	No
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	

At 10:23 p.m. after the Budget (Agenda Item 11) was approved, Mayor Cook conducted a vote on Resolution 16-22. The motion passed unanimously.

**RESOLUTION NO. 16-22 - A RESOLUTION ADOPTING THE CITYWIDE MASTER FEES AND CHARGES SCHEDULE WHICH REPLACES RESOLUTION NO. 04-99 AND RESOLUTION NO. 15-31 AND ALL SUBSEQUENT AMENDMENTS TO DATE with the amendment to add the parks and recreation fee at its current rate.**

	Yes	No
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	

11. INFORMATIONAL PUBLIC HEARING: ADOPTING THE BUDGET, MAKING APPROPRIATIONS, DECLARING THE AD VALOREM TAX LEVY AND CLASSIFYING THE LEVY AS PROVIDED BY- ORS 310.060(2) - RESOLUTION

a. Mayor Cook opened the public hearing.

- b. Mayor Cook announced that any person wishing to comment on this matter shall be given the opportunity to comment.
- c. Staff Report. Finance and Information Services Director LaFrance noted that per the background information given earlier, this is a hold-the-line type of budget with the exception of \$900,000 of general fund available for reallocation due the parks and recreation fee which funds 40 percent of parks operations. The Budget Committee made some decisions: hiring three new police officers, a building condition assessment and replacement of the irrigation in Summerlake Park, funding the Downtown Tigard Association through a future action of a potential city Transient Lodging Tax (TLT). There was also money identified for a short term fix for the police roof.

Mr. LaFrance said the budget also has an effective capital improvement plan with 21 projects in each of the next six years, with 14 pedestrian and trail projects related to the Strategic Plan. The city will be completing the Lake Oswego/Tigard Water Partnership Project. As in Operations there are many projects that cannot be funded, including over \$33 million in parks and transportation. This budget is sustainable for the next six years. The sewer fund was in dire need but due to recent action taken by the council to adopt a sewer surcharge our sewer fund is in a healthier position. It does meet our obligation to have over 25 percent of operating costs in our reserves. It also maintains the \$1 million rainy day fund within the general fund.

Mr. LaFrance said council will be approving a resolution with Exhibit A which is the schedule of appropriations. Exhibit B is a technical adjustment which includes changes that if known at the time of the Budget Committee meetings, we would have proposed them. Three are in operations for a total of \$447,000 and five are carry-forward projects to our capital improvement plan. None of the technical adjustments increase expenditures in any one fund over ten percent which is important because under Oregon budget law, council can make changes to a budget approved by the Budget Committee but not by more than ten percent without reconvening the Budget Committee. Also attached in the meeting packet is a memo outlining Budget Committee actions and an updated general fund forecast. The memo outlines the Budget Committee actions and an update what the general fund forecast would look like under the recommended budget. There is also information about the impact any additional expenditures (in \$25,000 increments) would have on the rainy day fund, without assuming any additional revenue.

- d. Public Testimony.

Proponents. PRAB Member Holly Polivka, 14305 SW 100<sup>th</sup> Avenue, Tigard 97224 said she is the PRAB Chair and is also a city employee and urged council to settle a fair labor contract. She noted that the MIG study indicated in year 2 that \$200,000-\$275,000 should be put towards a recreation program. Recreation Coordinator Markey created the Tigard Egg Hunt, surpassing participation projections and is working on Family Fest. A recreation guide was produced. She said the rec program is a great way to raise money for the city. She said she did not want the fledgling city recreation program to lose momentum. She said we will have to cut back if we cannot add funding for parks and recreation. We want to give citizens a taste of what they could experience with a recreation program. Just a bit more money could make or break the rec program. Council President Snider asked what amount she was referring to and Ms. Polivka said \$250,000-275,000 more.

## **TIGARD CITY COUNCIL MEETING MINUTES – June 14, 2016**

Opponents - No one testified

- e. Response to testimony by staff. None.
- f. Mr. LaFrance said staff recommends adoption of the FY 2017 City of Tigard budget with amendments and with technical adjustments outlined in Exhibit B.
- g. Mayor Cook closed the public hearing.
- h. Council Deliberation on Resolution No. 16-23.

Councilor Woodard mentioned that he did not like adopting the valorem tax levy and the budget being on the same sheet. He would prefer them to be separated. He said it was frustrating to him as his deliberation tonight will explain. Mr. LaFrance said the city needs to do both and have done both on the same sheet as long as he has been at Tigard and he understood that they must be on the same sheet. He will investigate with the Department of Revenue.

Councilor Woodard asked what portion of the parks and recreation charges go to recreation. Mr. LaFrance said all of the park and recreation fee goes to the park utility fund. He said council did not take action to make a portion of the fee be applied towards a certain place, like recreation. He said the fee pays for about 40 percent of the parks and recreation program. Staff proposed seven different levels of funding recreation and council chose funding year one.

Council President Snider noted that he has heard differing information and wanted to know if year two of the MIG plan is funded or not. He asked if the city is getting behind in what is planned in the MIG study. Mr. LaFrance said yes, it was. Council President Snider said that was unacceptable. Mr. LaFrance explained that Tigard was able to get the first year things done for less than expected. We hired a Recreation Coordinator who was able to accomplish more out of year one and uses resources well. Another \$128,000 would get us to items identified in year two. He said the MIG study is a framework; it can be changed. We are getting the goals of year two done but need \$128,000 more.

Councilor Woodard referred to a discrepancy in the Fanno Creek House issue paper. He said it is not true that we have a parks and recreation division. We should have a fund dedicated to a division. Mr. LaFrance said a division is just a sub-unit of a department and does not mean it gets a fund. He reiterated that the fee goes into the parks utility fund as well as a transfer from the general fund and can only be used for parks and recreation. Councilor Woodard asked, "Can it be pulled or used for something that is not recreation programming?" He said he is very concerned about this and this is not acceptable to him. Mr. LaFrance responded that when council set up the fee in the Tigard Municipal Code they also said what it can be used for. It can be used for existing parks, recreation, maintenance and programming, but no capital projects.

Council President Snider asked how much would need to be added to the park utility fee to raise the \$128,000 difference and Mr. LaFrance estimated it would raise 10 percent or 0.38 cents. Council President Snider asked what the cost is for one additional police officer and

Mr. LaFrance said ongoing costs would be approximately \$115,000 plus \$15,000 in one-time expenses to get that officer set up.

Councilor Woodard said he missed one Budget Committee meeting and was not happy when returning to find everything had changed. He said he has been fighting for recreation since 2011. He said recreation falls to the bottom of the pile of needs. Tigard needs to be a competitive city and recreation attracts people to a city. A civic facility would support our police officers, city needs and a recreation center. He said he is also very supportive of the police because, “without security, you have nothing.”

Councilor Henderson said he remembered clearly that there was an agreement to take \$1 million out of the general fund and fund three items (library, ending balance and unfunded recreation programs). He was surprised to see 15 new items that he did not get a chance to vote on. He is concerned that council is not staying true to what was originally going to be done with that money. The Budget Committee was on board but now it felt like a bait and switch. He is concerned about how to fund the unfunded recreation program and also agrees with all that has been said about police coverage. It has been a long-term problem.

Mayor Cook said he agreed with Councilor Woodard on expanding program funding and then turning around next year and cutting them. Money was set aside for rainy days. We do not know when the next recession will come so it takes a lot for him to spend from a rainy day fund. He said he supported the park and recreation fee because it was a bandaid but cannot support expanding the fee. He disagreed with Councilor Henderson on the bait and switch comment. He said he does not feel there was a promise anywhere that recreation would get a part of that funding. He said the city has a lot of infrastructure that needs to be taken care of first before expanding programs. We have a roof problem that we need to fix. We need to take care of what we have before we expand. He understands that it is a good program and people love it but he does not want to expand it today and then have to cut it. In his priorities he feels public safety is a higher priority than recreation.

Councilor Woodard commented to Councilor Goodhouse that recreation can raise money and be self-sustaining. He attended classes on this revenue in West Virginia run by the National Recreation Parks Association. He thinks it is important to get the money to complete years one through five of the recreation program but does not want to increase the park fee rate on utility bills. We need to take a stab at an operational levy.

Councilor Snider expressed concerns about eroding police response time. He said council is not doing their jobs. He said citizens would be disgusted about the increase in response time to their calls. Councilor Goodhouse said he supported a fourth officer but could not support paying more for recreation.

Councilor Woodard said if we do not fight for recreation it is at risk for disappearing. He said the police would like to have ten new officers but he felt confident they can work with the three that are being added. A local option levy is not guaranteed to pass. He does not want to push off \$100,000 to take care of deferred maintenance and recreation. He said the only program that will raise revenue is recreation and he hoped he could convince Councilor Goodhouse. Councilor Goodhouse said he was supportive of raising the park fee to \$10 and this would have funded it. But that amount did not have council support. Councilor Woodard said the increase to \$10 was too much, without a vote.

## **TIGARD CITY COUNCIL MEETING MINUTES – June 14, 2016**



Council President Snider talked about eroding, declining police response time to highest priority calls. He gave the example of someone in Tigard calling police in the middle of the night because someone they do not know is in their backyard, high on drugs, banging on their door and having to wait for police for 2.5 minutes longer than the usual response time of five minutes. He said this is an actual call he has responded to in the city.

Council President Snider moved for adoption for Resolution No. 16-23 with adjustments, and specifically transferring \$100,000 to the recreation program and \$115,000 ongoing to police for three additional police officers and \$15,000 for one-time police officer training costs, with technical adjustments.

Councilor Henderson asked where the money was coming from. Council President Snider said it is decreasing the reserves. Finance and Information Services Director LaFrance said for the record that the \$100,000 for recreation will be a transfer from the general fund to the parks utility fund and then will be a programmatic appropriation within the parks utility fund for recreation.

Council President Snider said he has an involvement in Fairhaven Recovery Homes and may have a conflict of interest. Mr. LaFrance said they are in the budget for receiving a social services grant. City Attorney Rihala asked if he had a financial interest and Council President Snider replied that he rents a home to that organization and she advised that he should not vote on that item.

Councilor Goodhouse moved to remove social services grants in the amount of \$351,387 from the budget for a separate vote. Councilor Henderson seconded the motion.

	Yes	No
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	

Mayor Cook conducted a vote and the motion passed unanimously.

**RESOLUTION NO. 16-23 - A RESOLUTION OF THE CITY OF TIGARD ADOPTING THE APPROVED BUDGET, WITH ADJUSTMENTS, MAKING APPROPRIATIONS, DECLARING THE AD VALOREM TAX LEVY, AND CLASSIFYING THE LEVY AS PROVIDED BY ORS 310.060(2) FOR FISCAL YEAR 2017, WITH TECHNICAL ADJUSTMENTS, and social services grants removed to be considered separately.**

	Yes	No
Councilor Henderson	✓	

Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook		✓
Councilor Goodhouse	✓	

Councilor Goodhouse moved to approve the social services grants amount of \$351,387. Councilor Henderson seconded the motion. Mayor Cook conducted a roll call vote.

	Yes	No	Abstain
Councilor Henderson	✓		
Council President Snider			✓
Councilor Woodard	✓		
Mayor Cook	✓		
Councilor Goodhouse	✓		

Mayor Cook announced that the motion passed by a majority 4 yes, with 1 abstention.

Council considered Agenda Item 10 at this time.

## 12. INFORMATIONAL PUBLIC HEARING: CONSIDER APPROVAL OF FOURTH QUARTER SUPPLEMENTAL BUDGET

- a. Mayor Cook opened the public hearing and said anyone would be able to comment.
- b. No one signed up to speak.
- c. Finance and Information Services Director LaFrance introduced this item, noting that the budget was amended with supplemental material distributed tonight which has been added to the packet and shows an increase of \$8,000 rather than \$2,000. The following funds were affected: Transportation Development Tax (TDT) and Parks SDC.
- d. Mayor Cook closed the public hearing.
- e. Councilor Woodard moved for adoption of Resolution No. 16-24. Council President Snider seconded the motion.
- f. City Recorder Krager read the number of title of the resolution.

**RESOLUTION NO. 16-24 - A RESOLUTION TO AMEND THE FY 2016 ADOPTED BUDGET TO ACHIEVE THE FOLLOWING: BUDGET ADJUSTMENTS IN THE CAPITAL IMPROVEMENT PROGRAM as amended with supplemental material received tonight**

- g. Mayor Cook conducted a vote and the Resolution passed unanimously.

Yes	No
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Councilor Henderson	✓
Council President Snider	✓
Councilor Woodard	✓
Mayor Cook	✓
Councilor Goodhouse	✓

13. NON AGENDA ITEMS None.

14. At 10:27 p.m. Mayor Cook read the Executive Session citation and said the Tigard City Council was entering into Executive Session to discuss pending litigation or litigation likely to be filed under ORS 192.660 (2) (h). He said the Tigard City Council would adjourn from Red Rock Creek Conference Room after the Executive Session. The Executive Session ended at 10:51 p.m.

15. ADJOURNMENT

At 10:51 p.m. Councilor Goodhouse moved for adjournment and Councilor Woodard seconded his motion. Mayor Cook conducted a vote and the motion passed unanimously.

	Yes	No
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	

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Carol A. Krager, City Recorder

Attest:

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John L. Cook, Mayor



## City of Tigard

### Tigard City Council Meeting Minutes

June 28, 2016

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STUDY SESSION 6:30 p.m.

City Council present: Mayor Cook, Council President Snider, Councilor Woodard, Councilor Henderson and Councilor Goodhouse

Staff present: City Manager Wine, City Attorney Ramis, Senior Management Analyst Wyatt, Communications Strategist Owens, Community Development Director Asher, Economic Development Director Purdy, Redevelopment Project Manager Farrelly and City Recorder Krager

#### A. COUNCIL LIAISON REPORTS

Council President Snider said he attended the Friends of Bull Mountain Park event in lieu of Mayor Cook. He said it went well and he thanked staff for helping him prepare for it.

Councilor Henderson reported that the Balloon Festival was a great success. He would like to look at the city's involvement and logistics.

Mayor Cook said he attended a Transportation Strategy Task Force where the gas tax was discussed. Tigard will put together an RFFA (Regional Flexible Funds Act) grant for the last segment of the Fanno Creek Trail from Bonita Road to Durham Road.

Councilor Woodard reported in the Intergovernmental Water Board where an IGA between the IWB, City of Durham and Tigard Water District was discussed.

#### B. RECEIVE ECONOMIC DEVELOPMENT UPDATE

Economic Development Manager Purdy updated council on the first half of 2016. Economic Development projects include Hunziker infrastructure, Tigard's Table, the Tigard/Lake Oswego Enterprise Zone, a Connect Oregon VI grant proposal, Tigard Downtown Alliance, business retention and expansion and other economic development data. He showed updated graphics illustrating Tigard's four primary business sectors with statistics on number of firms, number of employees and average salary in each sector. Statistics show that jobs in the Management/Professional and Trade/Supply Chain sectors are among the highest paid in Tigard, averaging \$65,000-\$68,000 annually. Graphics illustrated that 40,731 employees commute into Tigard to work and 20,965 Tigard residents commute somewhere else to work. 3,407 residents live and work in Tigard. Fifty-three percent of Tigard residents have a one-way commute of less than 10 miles, but 10 percent travel more than 50 miles.

### C. DISCUSS THE LEAGUE OF OREGON CITIES PROPOSED STATE LEGISLATIVE PRIORITIES

Senior Management Analyst Wyatt said there were 217 days until the next Oregon legislative session begins. The League of Oregon Cities has identified 29 objectives and is asking cities to prioritize their top four for LOC focus next session. Each councilor identified their priorities and City Manager Wine summarized their consensus:

1. Property tax reform
2. Transportation
3. PERS reform
4. Affordable housing/investment in mental health (tie)

These priorities will be shared with the LOC.

### D. RECEIVE BRIEFING ON METRO EQUITABLE HOUSING PLANNING AND DEVELOPMENT GRANT APPLICATION

Community Development Director Asher and Redevelopment Project Manager Farrelly briefed council on a Metro grant program the city is interested in applying for to help develop the SW Corridor Affordable Housing Predevelopment project. The region is facing housing challenges and the SW Corridor Project will create additional upward pressure on affordability. Staff wants to create a predevelopment feasibility program that will engage the community at risk for potential displacement by the corridor, identify relocation site opportunities, analyze affordable housing funding and build capacity and community leadership. New temporary Assistant Planner Hanna Holloway has been hired to work alongside Redevelopment Project Manager Farrelly to do research and learn about writing grants. Staff will return to a July council meeting with a resolution for council consideration that supports the grant application. In addition, the City of Portland wants to tackle housing issues along the SW Corridor and Tigard staff will be joining them on their committee.

### 1. BUSINESS MEETING

- A. At 7:39 p.m. Mayor Cook called the Tigard City Council meeting to order.
- B. City Recorder Krager called the roll.

	Present	Absent
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	

- C. Mayor Cook asked everyone to stand and join him in the Pledge of Allegiance.

## **TIGARD CCDA/CITY COUNCIL MINUTES – JUNE 28, 2016**

D. Mayor Cook called for any Non-Agenda items. None.

2. CITIZEN COMMUNICATION

- A. Follow-up to Previous Citizen Communication – City Manager Wine said Assistant City Manager Newton will report on follow-up with Bonaventure residents at the next meeting.
- B. Citizen Communication – No one signed up to speak on items not on the agenda.

3. CONSENT AGENDA: (Tigard City Council and Local Contract Review Board) –

A. CONSIDER RESOLUTION WAIVING TEMPORARY SIGN PERMIT FEES FOR TIGARD LITTLE LEAGUE

A RESOLUTION WAIVING \$126 IN TEMPORARY SIGN PERMIT FEES FOR TIGARD LITTLE LEAGUE

B. LCRB – CONSIDER POLICE VEHICLE PURCHASES

C. LCRB – CONSIDER WATER QUALITY TESTING SERVICES CONTRACT AWARD

Council President Snider moved for approval of the Consent Agenda and Councilor Woodard seconded the motion. Mayor Cook conducted a vote and the motion passed unanimously.

	Yes	No
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	

4. CONSIDER RESOLUTION NO. 16- 26 REAPPOINTMENT OF PARK AND RECREATION ADVISORY BOARD ALTERNATE MEMBERS

Parks Manager Martin presented this item. There were no vacancies in terms so these alternates did not move into a regular member spot and were reappointed as alternate members. Councilor Woodard moved for approval of Resolution No. 16-26. Councilor Henderson seconded the motion and the motion passed unanimously.

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RESOLUTION NO. 16-26 - A RESOLUTION TO REAPPOINT  
TIMOTHY PEPPER AND SARA DARLAND TO ONE-YEAR TERMS AS  
PARK AND RECREATION ADVISORY BOARD ALTERNATE  
MEMBERS

	Yes	No
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	

5. LEGISLATIVE PUBLIC HEARING: CONSIDERATION OF A RESOLUTION  
APPROVING BALLOT TITLE LANGUAGE FOR A SW CORRIDOR BALLOT MEASURE  
FOR THE NOVEMBER BALLOT

- a. Mayor Cook opened the public hearing.
- b. City Attorney Ramis read the hearing procedures. A copy of the procedures was available at the front of the room.
- c. Staff Report - Community Development Director Kenny Asher gave the staff report and showed maps of the SW Corridor Project (SWC) area and alignment options. He said staff is recommending three actions for council to take to place a measure on the November ballot authorizing the siting and construction of a high capacity transit corridor project in Tigard. He noted the required steps include three pieces of legislation – two ordinances and a resolution. He noted changes were made to the materials presented at the June 7, 2016 council meeting and the city was beginning to hear from community members, some of whom were present to testify. Project representatives were also present to answer questions as needed.

Mr. Asher said Tigard's Charter Section 53 describes exactly how this should happen so there are rules of engagement for how the city might be able to gain authority in Tigard for a high capacity transit project. A map was projected showing the entire SWC transit project which is now known to be a light rail project. Alignments are not fully determined but it is understood where it will and will not go and there is enough information for the city to provide voters with the required information under Section 53. Most of the route from Portland is understood and will either take Barbur Boulevard or use a portion of right of way adjacent to I-5. There are a few options to travel on Barbur Boulevard. Once within Tigard there are still decisions to be made on alignment. He showed a zoom-in map showing options to downtown Tigard once the line is in the Tigard Triangle. Clinton, Ash or Wall and then down to Bridgeport along railroad tracks (WES) or adjacent to I-5.

Once in Tigard there are decisions to be made. There are few ways to get from the Tigard Triangle to Downtown Tigard using Clinton Street, Ash Avenue or Wall Street, then eventually on to Bridgeport along the WES tracks or I-5. He showed a second map and described downtown Tigard options. There is an idea to have a branch once inside the Triangle where the first train would go to

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downtown and the second to Bridgeport. Branch route options include using Clinton, a Beveland fly over 217 to Ash terminating near the existing transit center. A third branch idea is to branch off over 217, run along Wall Street (which is a street a focus of economic development department) and then go to downtown along the WES tracks. The other train would go straight to Bridgeport. He said the project in its current state does not have a defined alignment.

Community Development Director Asher said the actions council will take are about changing this Charter section and council will need to consider three items tonight.

1. First, a procedural ordinance will be considered which provides a procedure to implement Charter Section 53.C. This paragraph requires certain information be provided to voters if they consider taking up the question of high-capacity corridor projects. He said the city council has the authority to adopt definitions for terms that are not defined or are ambiguous in the Charter. Staff felt it important that council approve what staff feels is the definition of Charter Section 53. Nine definitions are provided for key terms and phrases. General provisions and timeframe are discussed, as “we only know what we know now.” He said we cannot know more than that at this time because the project is only at a certain state of design. There is information on roadway capacity and how it is interpreted. There is also a section on corridor housing redevelopment, which should not be misunderstood as density. Density is part of what the city is required to disclose. There is methodology on roadway capacity and a procedure for approving all of this which is that it must be done in a public meeting with public testimony
2. Council’s second vote is on the authorization ordinance. This is what the voters must ratify. This will be forwarded to the voters for their consideration. It will be on the website. There are four sections in this ordinance which talk about how it meets the Charter requirements. The city is required to disclose legislative amendments that the project would require, the public cost, density increases and roadway capacity that would be reduced with the project. This ordinance only goes into effect if approved by the voters on November 8.
3. The third item is a resolution to submit the authorization ordinance to the voters and direct the city’s elections officer to file the measure with the county elections before September 8 with Washington County.

He discussed the timeline and said August 19 is the last city council meeting date to approve filing a ballot title so the city election’s official can publish and allow for the challenge period. He said staff is hoping council takes action tonight so there is time to continue work on the ballot title in the case of an appeal and still be ready to take action to meet the filing deadline. Delaying until a July council meeting may be too late to go through the appeal process.

Mayor Cook requested that Mr. Asher to highlight the revisions made to the ballot title. He replied that at the June 7, 2016 CCDA meeting the CCDA Board directed staff to make this ballot language as clear and simple as possible. He, the City Attorney and City Manager Wine have met weekly to work on this. They were committed to following the requirements of Charter Section 53. He said the new ballot title is, “Allow City to support extending light rail service to Tigard.”

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He said they do not refer to high capacity because we know it is light rail now. That is all the voters would be authorizing at this time, not a high-capacity transit project, subways or rapid bus transit. He said there was a change in language about housing density as they looked at the definition and found they were being inconsistent. It is defined as a change in zoning density. The density anticipated with this project is permissible with today's zoning. It is not an increase because it would be within the current density.

The estimated public cost jumped by \$400 million due to sharpening of pencils at TriMet. He said there are representatives from TriMet present if council has questions. Clarifying language states that no traffic lanes or contiguous properties along Pacific Highway in Tigard are impacted. Those are impacts to the lanes themselves. This project is not on Pacific Highway and has not been for years.

The Charter asks for the amount of roadway capacity reduction not just for current roadways but also for public rights of way that could provide road capacity at a future date within five miles of the city. The key figure is three one-hundredths of a percent, or 0.03 percent impact on capacity in this radial (five-mile) area around Tigard. There are three main corridors in that five-mile radius including Barbur Boulevard, Pacific Highway and Highway 43. Mr. Asher said just looking at the one being touched by this project, which is Barbur Boulevard, the capacity impact looks to be more like two percent at the worst choke-point but that is not what the Charter is asking for. It asks for the five-mile radial impact. Much effort went into figuring out where the unused roads might be. This might be unused right of way that could be converted to a lane at an intersection for example. The project team came up with a range of one to five acres and being conservative, chose five acres.

DKS Transportation Engineers' Principal Peter Coffee was present to discuss the roadway analysis. Mayor Cook said there were many holes and question marks in the early version of the ballot title seen on June 7 and he wanted people to know that answers were not changed; they were just not known at that time. He asked Engineer Coffee if the ballot title is an accurate description of roadway capacity within a five-mile radius of Tigard as required by the charter. Engineer Coffee said it was. He said the Charter refers to a five-mile radius around the city and that is quite a large area, ten miles in diameter. They looked at all of the roadways in that area and hence the percent is smaller.

Mayor Cook asked City Attorney Ramis if the ballot title meets the Charter and Mr. Ramis said he concluded that it does. He said the Charter says we needed to come up with an amount and needed to measure capacity. The engineer was asked to come up with a measure, in this case a percentage change, and we have measured capacity and he understands this was done according to standard traffic engineering principles.

Mayor Cook asked Engineer Coffee if he agreed with Community Development Director Asher's statement that there were no impacts to Pacific Highway in Tigard. Engineer Coffee said he agreed that there are no impacts and this is documented in his report. He said there are no alignment options on Pacific Highway in Tigard. They looked at Barbur Boulevard and there are some impacts at key bottleneck locations near traffic signals on Barbur. They examined the possibility of constraint if northbound traffic on Barbur were to back up onto Pacific Highway into Tigard and the answer is no. DKS also looked at the other constraint of southbound traffic from Barbur Boulevard and I-5

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onto Pacific Highway. They both have capacity and when they merge the constraint is really Pacific Highway in Tigard. There is no impact to Pacific Highway in Tigard from this project.

Mayor Cook asked if it is accurate to describe roadway capacity changes in percentages and why miles or feet were not used. Engineer Coffee said the definition of roadway capacity is vehicles per hour, or how many vehicles per hour can get through the roadway and typically they look at bottlenecks and constraint points. That is why we want to measure capacity in terms of vehicles per hour. Defining capacity in terms of area does not always make sense. Adding lanes to a roadway may not affect capacity. Mayor Cook asked City Attorney Ramis if, from a legal standpoint, this methodology satisfies the Charter. Mr. Ramis said he did. He said they originally examined this problem from the point of view of simply measuring the linear distances affected in terms of miles or footage. However, that did not measure capacity, just the amount of pavement. We learned in working with Engineer Coffee that there is not a direct correlation consistently between the amount of pavement added or taken away and capacity. The Charter demands that we measure capacity and that is why that approach was taken. Mayor Cook put it another way and said even if there were ten lanes on Pacific Highway and ODOT still has a two-lane overpass, capacity does not increase because there is a bottleneck at the overpass. Engineer Coffee said that is correct.

Councilor Henderson asked if when calculations were done was credit given to the use of bus rapid transit now or in the future. Engineer Coffee said yes, they looked at a horizon of year 2025 am and pm peak traffic conditions and took into account light rail being there and also that there may be busses used now that may not be needed in the future.

Council President Snider noted this has been discussed for a long time and he was comfortable with the general approach. Councilor Woodard said he is comfortable with the methodology and had no questions.

Community Development Director Asher said not everyone is comfortable with the methodology and some alternate ballot title language had been submitted by Mr. Winters and Mr. Esau also submitted written testimony. Mayor Cook said testimony received earlier has been entered into the record by City Recorder Krager and council has taken time to read it.

d. Public Testimony.

Proponents –

Richard Roche', 13950 SW Aerie Drive, Tigard, OR 97223, said he has been a Tigard resident for 25 years and regional projects like the Southwest Corridor are complex as the city is aware, but the real issue is the 20-30 year vision for the city. Traffic today on 99W is getting really congested. He can get to 99W in about 8 minutes from his house in the morning but it often takes 30 minutes to get to I-5 from Gaarde/McDonald. The City of Portland has communicated that there could be one-half million new residents in the area in the next ten years and some of them will live in Tigard and Sherwood so they will drive through Tigard. We know this is expensive and complex project and there are a lot of federal regulations involved, but it is critical to maintain Tigard as a livable city. As a resident he fully supports the city's involvement in planning, public engagement, proposed amendments and going out to the public for a vote.

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Kevin Watkins, 11330 SW Viewmount Court, Tigard, OR 97223, said he echoed what the previous speaker said. He wanted to supplement it with a few points, saying this process has been very thorough, very transparent. It has had a lot of public input and seems very robust. He said everyone should be commended for that. Secondly is the comment about investments. Tigard's share will be a fraction of the \$2.4-2.8 billion. See what the benefits are to us and we should be making these investments.

Debi Mollahan, CEO of the Tigard Chamber, 12345 SW Main Street, Tigard, OR 97223 said the Tigard Chamber, on behalf of the Tigard business community would like to speak tonight in support of the proposed authorization ordinance to be submitted to the voters on the November ballot., which if passed, would allow the city to support extending light rail (MAX) into Tigard, including downtown. This is critical to the success of the larger SW Corridor project connecting Portland to Tigard and Tualatin and is beneficial to the vision of the Downtown Tigard Urban Renewal District. We have seen in other local jurisdictions that investments both private and public flourish around light rail nodes and lines, benefitting those local economies. Tigard needs to not only determine what is best for Tigard but as partner to our neighboring communities, what is best for the region. That will need to be considered by our voters. She sat through presentations on what mode would be best and agrees with the conclusion of light rail over bus rapid transit. She said she gets constant feedback from residents and businesses about increased commuting times, increased traffic and more, which affects quality of life, impacts business bottom line and service delivery. High capacity transit in Tigard and south metro area is vital to manage the future growth that is predicted in the region over the next 20 years. Having multiple modes of transit available is vital for commerce and a healthy society. Thank you for moving in the direction of putting this to a vote. It is vital for Tigard and the region.

Kathryn Merrill, 12375 SW Hall Blvd., #3, Tigard, 97223, said she has been a Tigard resident for 15 years. She is in favor of putting this to a vote in November. She agrees wholeheartedly with the people who spoke before but no one has talked about the negative side of what would happen if we don't proceed. We will have more gridlock, increased carbon emissions and more traffic. TriMet has increased the number of busses available but they are almost always at capacity at peak hours. Forget about freeways – they are gridlocked at peak and off-peak hours. It harkens back to her days in California where she had to get up at 6:30 so she could get to slot to be at work by 8:00. In Los Angeles she is seeing that happen today. She hears the opposition say, "build new roads". Where would they be built? Where would they go? How many dollars are you willing to put forward to purchase eminent domain for new roads? High speed light rail linking Tigard to downtown would certainly improve these conditions. Improved bike lanes and pedestrian walkways that would be built as part of this project would certainly enhance livability in Tigard.

Sue Christenson, 15655 SW 114<sup>th</sup> Court, Tigard, OR, 97224, said she has lived in Tigard for 22 years and retired when traffic to and from work at the Lloyd Center got to be too much to handle. She said now that the city has the decision to pass light rail, make sure it gets on the ballot correctly and that it gets passed by the voters. She said the city has done a great job on the background checks and research necessary to address every specific request from the 2014 vote. Tigard is growing and moving in the right direction. This is a wonderful place to live and she wants to ensure it will stay this way. After reading the June Cityscape online, she commended staff. The article on transit is really well done. You clearly show that you seriously followed all the requirements of this measure and fulfilled the requirements of the 2014 public election that changed the city charter. So now that

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is all done I am hoping that we can move forward. You are putting it in the public's hands clearly and precisely. It has taken longer than originally planned a few years ago when you started this but you are almost there and the city is going to be better. The city will get larger because we will have more business and more housing will come. The citizens here now will have help paying taxes because there will be more businesses and people and the economy will grow. She encouraged council to move forward tonight.

Craig Dirksen, 9131 SW Hill Street, Tigard, OR 97223, thanked council for giving people an opportunity to speak on this issue tonight. He said he has been a resident of Tigard for 39-years, is a past city councilor and mayor of Tigard and is currently the district representative at Metro. He thanked Mayor Cook and the council for their involvement in the process. It is vital that Tigard's interests be represented as decisions are made. It is important that this measure be put on the ballot and passed so that Tigard can continue to influence decisions and keep moving forward to support Tigard's future vision. He had one recommendation for the ballot title and that was is to change the road capacity impact from a numeral, .03 percent, to spelling out the words, "three-one-hundredths of one percent." He said this will make the calculated impact more clear to people reading the measure. Tigard has a desperate need for an improved transportation system to serve this corridor. We need increased transit reliability and capacity and coupled with plans to improve road capacity on I-5, 217 and 205, this will help meet our needs for the 21<sup>st</sup> century. It is important remember that transit funding comes from non-highway sources and it does not compete with highway projects for dollars at the state and federal level, from where the vast majority of the funding comes. While the plan will aid the city's future plans to meet the needs of future growth while protecting existing single-family neighborhoods, it is mainly important as a transportation improvement. LRT will help Tigard workers and Tigard businesses. It would help link Tigard residents to jobs in Portland but also connect workers in Portland to new jobs in Tigard where already thousands of Portlanders commute daily for work in Tigard. The SW Corridor Plan has been a long public process in which Tigard citizens and leadership have had an influential role from the beginning that needs to continue and I look forward to continuing involvement in the process to meet the transportation needs of the corridor and the region.

Betty Nelson, 10275 SW Meadow Street, Tigard, OR 97223, said she agreed with much of what Mr. Dirksen said. She has lived in Tigard for 38 years and supports this effort to help manage Tigard transportation which is vital for our future. The proposal states that the costs will be borne by federal grants and that no new or increased City of Tigard fees are anticipated. The federal money is tax that we are already paying and it is a plus to get some of that back to address our needs in the transportation arena. We all are acutely aware of the difficulty of getting around our main arterial roads without expending considerable time and gas, running our cars while sitting still, adding to frustration and air pollution, not to mention the costs to industry trying to move their products. This proposed MAX line will allow substantially more people to move around without adding more automobiles to an already overcrowded street or highway system. That will also reduce the gas emission pollution as a side effect of fewer cars idling for long periods. All of this without additional fees or any loss of road capacity in Tigard sounds like a win-win. The previous measure passed in Tigard in 2014 demands a citizen vote before even planning a transportation project. This measure allows that vote and I certainly stand strongly in favor of it.

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Ralph Hughes, 12855 SW Morningstar Drive, Tigard, OR 97223 said he moved here since 2001 after living in several different areas with Denver being the longest residence. He travels to Denver at least twice a year and has seen the transportation build out in that particular city. He recently took the newly opened train line from the airport to downtown for \$9. He sees an opportunity here to increase the transportation choices that we currently do not have. There is absolutely no reason not to proceed forward with this measure based on the fact that you have covered the bases of what he considered a poorly written ballot measure in the first place that even brought us to this point. We are spending a lot of money and time and he wished the previous measure had not passed by a few hundred votes. He hopes that the ballot goes forward and that Tigard can have a clean, truthful yes or no discussion on the pros and cons of putting light rail into Tigard.

Elise Shearer, 9980 SW Johnson Street, Tigard, OR 97223, said as a 29-year resident in Tigard she has witnessed the growth and congestion in traffic problems. She gave high praise to the engineering staff who prepared the traffic and road impact report. Not only was it very thorough and impartial, it demonstrated how the in-depth planning made by staff has made a Herculean effort not to impact current road use and future street and road right of way. The success of this ballot measure will provide a multi-faceted approach to transportation that will help the next couple of generations of our families and citizens and that will be our lasting legacy to them. She said to keep in mind the word legacy and suggested it be used as a sticker when promoting this project.

Margaret Doherty, State Representative from House District 35, 9370 SW Martha Street, Tigard, OR 97224. She said sometimes when driving on 99W she gets obsessed and times stop lights. It is not unusual for it to take 20-25 minutes to go from Walnut Street to near the high school. We know that traffic congestion is the number one issue that faces our citizens. She said she was on Tigard's Planning Commission for 8 years and they discussed the SW Corridor during that time. She commented that this goes through with complete transparency and Tigard citizens like and understand transparency. Her second point was that this is not a funding measure. If the city were to be asked to spend more money they would have to go back to the voters. Light rail will not be on Highway 99W. When the previous measure was passed the proponents said that but she told them it was never really in the planning stages for that. She said she has attended dozens of planning meetings, open houses, and steering committee meetings for this and 99W has been off the table for a long time. If light rail comes Tigard will be a destination. She said looking at what it has done to the cities of Milwaukie where people on a Saturday afternoon go to look at the businesses and try restaurants. People want to find out what is going on. Unless we make transportation investments our businesses and jobs will suffer. The last election that changed the city charter required the City of Tigard to have a transportation analysis on the effects of light rail and the report said that no streets would be lost in Tigard, there would be significant road capacity and that Tigard would gain new sidewalks and bike paths. She asked council to let Tigard get on the train and put this on the ballot.

Tom Murphy, 8152 SW Ashford Street, Tigard, OR 97224, said he is a 23-year resident. During the campaign on 34-210 he talked to a Tigard resident who told him that they read the measure twice and did not understand it so they voted yes because they figured they would have another opportunity to vote on a measure that they would understand. He said the measure before council tonight gives them the opportunity. The language of this measure is clear and straightforward. Those qualities were regrettably lacking in Measure 34-210. The language of this measure gives the

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citizens of Tigard a simple choice – yes or no on light rail. If we give the proponents of Measure 34-210 the benefit of every doubt, this is the vote they wanted this city to have. He said by his reading of the ballot title it complies with the requirements of Charter Section 53. He said in regards to that compliance he will defer to the city attorney. He said he knows Mr. Ramis to be a careful and conscientious practitioner. He said for lawyers words are their life and Mr. Ramis uses words to communicate and not to confuse. He said the best interests of the City of Tigard are served by sending this measure to the ballot in its present form.

Evelyn Murphy, 8152 SW Ashford Street, Tigard, OR 97224, said people have spoken about their experience in other communities. She was born and spent her first 11 years in southern California. In the 1950s it was a strange but beautiful place. She hears people say, “We need more roads. If they would only give us more roads everything would be OK.” She said she went back to southern California last year and anyone who thinks that more roads will solve all of our problems needs to take a look at what they have there. They have lots of roads. What they don’t have is comprehensive, careful, multi-system planning. That is what we are working towards here. She spoke about acting in good faith and keeping faith with each other – those who need choice in transit, not just as a preference but because of what they need to get around, because they cannot drive or afford to drive and those who cannot bike or walk. The vulnerable among us need mass transit to be safe because they have challenges. She urged both sides to keep faith with our future and to those you disagree with. The fact that we disagree does not mean that all of us are wrong or ill-intentioned.

Rachel Duke, Executive Director of Community Partners for Affordable Housing (CPAH), P. O. Box 23206, Tigard, OR 97281, said CPAH has been serving Tigard for 23 years. She said CPAH welcomes this opportunity to comment on what they think is an immense value. CPAH provides stable, affordable and sustainable housing so low-income seniors, families and people with disabilities have the opportunity to become part of a vibrant and healthy community like Tigard. She referenced The Knoll, one of their eight housing communities located nearby. She said people with modest means can spend a large portion of their income on transportation. Providing options for transportation can have a significant impact on improving the quality of people’s lives. She said CPAH also supports the many benefits of light rail listed in much of the testimony offered this evening but she did want to add one not mentioned. She said it would create opportunities for connectivity which creates increased opportunity for building community with each other.

#### Opponents –

Eric Winters, 30710 SW Magnolia Avenue, Wilsonville, OR 97070 said he is the attorney who drafted the infamous ballot measure that people are complaining about that will allow people to vote. He said he is not here to discuss whether light rail is a good or a bad idea. People in the audience are probably making their minds up and the purpose of the measure was to give them an opportunity to vote on it. What they wanted to do was give people a fair shake, on an up or down vote so people knew the consequences of bringing a massive project into the city. Unfortunately the proposed ballot title is not keeping faith with what the voters proposed and what he drafted. He believes it is a violation of the requirements of the Charter and will not meet the requirements of an authorization measure. It misleads voters in several key areas. He submitted written testimony that council has and there is not enough time to go through it all in two minutes but wanted to correct Mr. Asher’s comment that the appeals process for a ballot title is a collaborative effort. It is not. If

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we file a challenge to this it will go before a judge and the judge will decide whether or not this is misleading or meets with the standards of state law. If it determined to be misleading that will be a reflection of those who voted to endorse it because you have been warned. His concerns are that the language does not reflect the charter language. A public policy set forth by Tigard voters requires public opposition to a new high capacity transit corridor. What is being proposed is something different from that; it is an approval, an exception, an authorization. It is changing the direction and that is not at all clear with the proposed language. He summarized that the amount of roadways should be a quantifiable amount. The city attorney has already indicated that the city knows that but hid the ball; a methodology was created that is designed to hijack this and present something that is not understandable to voters. I challenge any of you to explain this methodology after reading the summary. He encouraged council and staff not to include things in the measure that implicate federal funding without also mentioning that the cities and all the local partners will have a responsibility for carrying funding of this too. Half of this project will be borne by local partners and Tigard is a local partner. This measure suggests that the feds are going to pay for everything and we all know this is not true.

Steve Schopp, 10475 SW Helenius, Tualatin, OR 97062, He said he was confident the measure will fail, and by a much bigger margin than the measure that made the city have a vote. But tonight's discussion is about the language, the language the city could not be bothered to print and provide so if people came here and wanted a copy they would have it. There is not a copy of the language at the front or anywhere in the room and he thought that was out of line. We are also taking about \$250 million a mile for a project that has less merit than any previous project there is. The measure before us is the language for the voters. Previous speakers said the language in the measure clarifies it. But the method used for lane loss is so preposterous, so dubious and intentionally so, and you all know it. There is only one reason to use that fog of this percentage of the entire five-mile radius. It is so people cannot figure out that Metro/TriMet has declared that 2.4 lane miles will be lost on Barbur Boulevard which is also Pacific Highway. We know that additional capacity will be lost in the future because the massive infrastructure of light rail will obstruct any corrective projects for intersections, turn lanes and ramps for expansion for bottlenecks. He said he was glad 99W and bottlenecks was mentioned because the very money, the \$1.5 billion of local, state and regional money that will be spent for this boondoggle is the very money that could be used to relieve these bottlenecks, like the overpass with two lanes going each direction. The net effect of what is being proposed in this meritless project will be to make a bottleneck that is essentially seven or eight miles long because there will be no way to expand because light rail will be crammed next to the freeway and 2.4 miles of Barbur. If you are honest you would correct the language so people would have a clear idea of exactly what the detriment will be. But that is not your objective here so we will see you in November and I look forward to the battle and a good victory as well.

Joe Jumalon, 14425 SW 93<sup>rd</sup> Avenue, Tigard, OR, 97223 said he has lived in Tigard for 11 years. Tigard is a suburban community and he lives here because it is not Portland. He said he knocked on hundreds of doors so my neighbors could have a vote for or against light rail because that has always been your intention. Let's be honest, light rail will take up valuable road space and do nothing to reduce traffic congestion. You have to get in your car, drive and park to get to on a light rail train. You are in a suburban community and its going to do nothing for us. It is all about the federal money, in my view. This is the only thing it could be. Barbur Boulevard is part of 99W and this will create a nightmare for cars to share that road with light rail. I am not a special interest; I am not a

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carpetbagger. I'm not a wolf in sheep's clothing as our opposition which you supported advocated me as being. He said he lives down the street from John Goodhouse and helped get him elected. I helped to get John Cook elected and was hoping to get a voice in this, someone who would put something objective to the voters out there, not something biased like some of the Cityscape newsletters. There is no greater representation than your own voice and I am kind of bothered that I had to knock on doors to get a public vote on light rail. Council should have done that for us. I am bothered by this because I had to do it twice because we knocked on the wrong doors in the wrong town. Despite that, I want to be treated fairly this time. If you are going to put something on the ballot I want it to be objective. I do not want to read, "This will make Tigard so wonderful and great." I expect people who profit from light rail to treat us better than what they did when they tried to oppose my neighbors' and my votes when we tried to get this on the ballot. He held up a printed piece from a previous political campaign and said it was disingenuous. He said he was upset after reading what the city wants to put forward. I do not think it is fair. I want you to be fair to the people you represent.

Neutral –

Art Crino, 14580 SW 126<sup>th</sup> Avenue, Tigard, OR 97224, said he has lived in Tigard for 50 years and one month. He said he feels indebted to all who serve on the Tigard City Council and to those who serve in the legislature. He knows what the jobs require and the compensation involved. He said one-on-one with any councilor he had no complaints. He said however, there is a fly in the ointment. The Secretary of State of state mangles the titles to the petitions that are presented there and it leaves a bad taste to the people that collect the petitions and sign the petitions. It is sad that it puts a cloud on the whole building in Salem. He asked for one thing from council. He holds Eric Winters in high regard as an attorney and he asked council to work with him to get a level playing field on this title of this petition so that when ballot are counted and we look back we will believe that everyone got a fair shake and we can continue on in this fine city.

Robert Van Vlack, 15585 SW 109<sup>th</sup> Avenue, Tigard, OR 97224, addressed public funding. He said there needs to be clarification on the term, "does not impose or increase any fees or taxes." He heard one person testify that it will not cost the city of Tigard anything to put in the light rail. That is not true at all. As stated before, the City of Tigard has interest in this and residents will pay some taxes on this. He said he has not been able to get a dollar amount from anyone on what this will cost the citizens of Tigard once it is funded and running. The City of Milwaukie also had this problem and their city council had to fund part of the payback to Metro in excess of \$300,000 a year out of the general fund until they were able to get a bond measure for \$4 million. He said there should be something in this language that says the residents of Tigard will have to pay an estimated amount of so many million dollars at that point.

Response to testimony by staff -

Councilor Goodhouse asked for the ballot title language be copied and made available at the front of the room. Council President Snider clarified with City Manager Wine that this language was posted in the online packet last week.

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## **TIGARD CCDA/CITY COUNCIL MINUTES – JUNE 28, 2016**



Councilor Woodard asked City Attorney Ramis about the process for the three pieces of legislation to be considered separately. City Attorney Ramis clarified that council can discuss them at one time because they took testimony at one time but they require separate deliberation and vote.

Council President Snider asked City Attorney Ramis if he thought the comment about it being disingenuous to say it does not impose or increase local fees and taxes had merit. He said it is factually obvious that there will be a local match for any project but it is unclear where or how that local match will be raised. City Attorney Ramis said the proposed title is correct. The argument that we should put into the measure a statement about Tigard imposing fees or charges for light rail of \$20 million would not be accurate given Charter Section 52 which prohibits the city from imposing fees or charges for the purpose of developing light rail unless the voters approve. Councilor Woodard asked City Attorney Ramis for clarification that the ballot measure was not for funding. City Attorney Ramis said that was correct.

Councilor Goodhouse mentioned that copies of the Charter amendment (City of Tigard Charter Section 53) were at the front of the room so people could compare its requirements with the ballot title.

Council President Snider asked for staff and city attorney reaction to feedback that it is an omission not to indicate that federal grants would support only half of the project. Community Development Director Asher said a previous version had a sentence reading, "Federal grants are planned to pay half of this cost." We are playing with word count limits. He said he did not have trouble saying that federal grants will pay for half of this project because that is a safe assumption. He said he was uncomfortable giving any indication of what any other entity's contribution might be absent a finance plan. He said it there is a lot of work to do on financing and speculating that the city would have a particular requirement for anything is premature. City Attorney Ramis said we have a requirement that what we say is accurate. We really do not know what it will be. What we did put in is accurate and that is without federal funding there will be no project.

Council President Snider asked if the 2.4 lane miles loss figure was accurate, if that is a measure used by project planning staff and is it accurate for traffic engineering. Community Development Director Asher said stating lane miles as a loss of capacity is erroneous. There is still no alignment decision. City Attorney Ramis said they looked at the problem of capacity and wondered if they could get there by measuring linear miles but realized it would not address what the charter language asks. Council President Snider asked if the charter had said lane miles then would that have been what was used and Mr. Ramis said yes. He added that some people may be interested in lane mile measurement and the city can make it available to them but not in the ballot title.

Mr. Asher referred to the map from the DKS report which is an appendix to the ordinance and to figure 1 which is the vehicle lane impact map. There are many options, from maintaining existing through lanes to options that convert turn lanes to light rail lanes. Council President Snider asked if he had heard the 2.4 lane mile loss figure. Engineer Coffee said there was a lot of discussion and the entire alignment range varies from a loss of 1.1 to 2.6 lane miles but this does not mean there is a related capacity impact. He said there are some lane miles converted to light rail that are mainly in the far north reaches of the corridor in SW Portland.

## **TIGARD CCDA/CITY COUNCIL MINUTES – JUNE 28, 2016**

Councilor Woodard asked Engineer Coffee how he arrived at the critical intersections on existing roadways in the year 2025. Engineer Coffee said they analyzed traffic operating conditions in the am peak hour and pm peak hour for the year 2025. They analyzed the intersections to see which operate now at lower service levels and these are identified in their report. Then they analyzed which intersections may be impacted by light rail. Pedestrians requesting a walk signal and crossing Barbur also impact the traffic flow. Whether light rail is built or not there will be more pedestrians living there and crossing the street so traffic will be impacted. Some capacity is impacted by light rail but some will be impacted anyway by population growth.

Councilor Goodhouse asked for the word count and City Attorney Ramis said the limit is 175 for the Summary and it was at 171. Council President Snider asked if there was room to spell out 0.03 percent. Councilor Goodhouse said he wanted to squeeze in wording that there will be a local match. He said it may be confusing for people without that clarification.

- e. Staff Recommendation.  
Community Development Director Asher said staff recommends adoption of two ordinances and one resolution referring a measure to the voters in November 2016.
- f. Mayor Cook closed the public hearing.
- g. Council Discussion and Consideration: Ordinance No. 16-11

Councilor Goodhouse asked that words be added to indicate that the funding will be from federal grants and local funding. Mayor Cook said using the word “local” may be confusing because people may think it is only Tigard that would participate locally. He suggested using the word “regional.” City Attorney Ramis said choosing a percentage runs the risk of being inaccurate. He referred to Mr. Winters’ recommendation and said it could read, “The estimated \$2.4-2.8 billion project would only be built if federal grants and local funding sources are secured.” Regional could be used instead of local.

Councilor Goodhouse recommended keeping it clear and concise so voters know this is an up or down vote.

Council President Snider suggested adding the word “specifically” so it reads, “The ordinance specifically does not impose any new fees or taxes.” This may address concerns opponents raised. He commented that Oregon law is very limiting on word count and makes it difficult to say all we want to say.

Councilor Woodard said he sees three potential routes into Tigard and is concerned about circulation and parking in downtown Tigard. He said he wants to fight for a commitment to an Ash Street crossing with a loop. He wants something in the explanatory statement about which loop we are looking at. He said he does not oppose rail and agrees with the ordinances but wants to get a commitment for this crossing. He said he does not want to contribute to something he did not intend to do. Community Development Director Asher said the Ash Avenue crossing is not specifically provided for in the SW Corridor project.

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## **TIGARD CCDA/CITY COUNCIL MINUTES – JUNE 28, 2016**

Mayor Cook said this is not what tonight's vote is about. No matter which alignment is selected an Ash Street crossing is not guaranteed. However, no alignment excludes it either. There are other things besides light rail (bike paths, sidewalks) in the project and these are in tiered "buckets." At this point Ash Street crossing is in bucket No. 1 but there is no guarantee that it will happen. TriMet cannot guarantee that. Mayor Cook is trying to keep it as a priority and hopefully TriMet can leverage their relationship with the railroad at some point in the future. In response to a question from Councilor Woodard on timing, he said the project will go through the Environmental Impact Study (EIS) for a year or two. They will come back with what is acceptable or not for each of the three options. Then the Steering Committee will come up with the local preferred alternative and then at that time we decide which we recommend. However, the federal government can still override that recommendation. Around 2018 there will be a regional vote on funding. He reminded council that the vote tonight is on whether or not to put something on the ballot that will allow light rail to come to Tigard.

Council President Snider moved to adopt Ordinance No. 16-11. Councilor Woodard seconded the motion.

City Recorder Krager read the number of title of the ordinance.

**ORDINANCE NO. 16-11 – AN ORDINANCE TO PROVIDE A  
PROCEDURE FOR IMPLEMENTATION OF TIGARD CITY CHARTER  
SECTION 53.C RELATING TO CONSTRUCTION OF A NEW HIGH-  
CAPACITY TRANSIT CORRIDOR PROJECT**

City Recorder Krager conducted a roll call vote.

	Yes	No
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	

Mayor Cook announced that Ordinance No. 16-11 was adopted unanimously.

Council President Snider moved to adopt Ordinance No. 16-12. Councilor Henderson seconded the motion.

City Recorder Krager read the number of title of the ordinance.

**ORDINANCE NO. 16-12 – AN AUTHORIZATION ORDINANCE TO  
ALLOW SUPPORT FOR SITING OF A NEW HIGH-CAPACITY  
TRANSIT CORRIDOR FOR LIGHT RAIL TRANSIT SERVICE WHICH  
INCLUDES DOWNTOWN TIGARD, RELATED AMENDMENTS TO  
THE COMPREHENSIVE PLAN AND LAND USE REGULATIONS,  
PROVIDING REQUIRED INFORMATION AND OTHER ACTIONS**

**TIGARD CCDA/CITY COUNCIL MINUTES – JUNE 28, 2016**

City Recorder Krager conducted a roll call vote.

	Yes	No
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	

Ordinance No. 16-12 passed unanimously.

Council Consideration of Resolution No. 16-27

Council discussed wording changes to address concerns raised by Mr. Winters and other testifiers.

Councilor Woodard reiterated that he has never been against light rail and realizes the need. He said he expects every councilor to fight for better circulation in the downtown area. He commented that the city can build all the housing we want but we still need better circulation and parking.

Councilor Goodhouse reminded the audience that there are always public testimony opportunities at meetings such as the SW Corridor Steering Committee and others and he urged people to attend and give their opinion.

Councilor Snider moved for adoption of Resolution No. 16-27 with amendments. Councilor Goodhouse seconded the motion. City Attorney Ramis read the amended paragraph, “The estimated \$2.4-2.8 billion project would only be built if federal grants and regional funding are secured. This ordinance does not impose or increase any fees or taxes.”

City Recorder Krager read the number and title of the resolution.

**RESOLUTION NO. 16-27 - A RESOLUTION OF THE TIGARD CITY COUNCIL SUBMITTING TO THE VOTERS A PROPOSED AUTHORIZING ORDINANCE TO BE CONSIDERED AT THE NOVEMBER 8, 2016 ELECTIONS, WHICH WOULD AUTHORIZE SITING AND CONSTRUCTION OF A HIGH-CAPACITY CORRIDOR PROJECT IN THE CITY OF TIGARD, as amended**

Mayor Cook conducted a vote and the motion passed unanimously.

	Yes	No
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	

**TIGARD CCDA/CITY COUNCIL MINUTES – JUNE 28, 2016**

6. NON AGENDA ITEMS None

7. EXECUTIVE SESSION None

8. ADJOURNMENT

At 9:48 p.m. Councilor Goodhouse motioned for adjournment. Councilor Henderson seconded the motion and the motion passed unanimously.

	Yes	No
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	

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Carol A. Krager, City Recorder

Attest:

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John L. Cook, Mayor

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**TIGARD CCDA/CITY COUNCIL MINUTES – JUNE 28, 2016**

**AIS-2798**

**3. C.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** Consent Item

**Agenda Title:** Proclaim Constitution Week

**Prepared For:** Joanne Bengtson, City Management

**Submitted By:** Joanne Bengtson, City Management

**Item Type:** Receive and File

**Meeting Type:** Proclamation

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Should Mayor Cook issue a proclamation in honor of the 229th anniversary of the signing of the American Constitution?

**STAFF RECOMMENDATION / ACTION REQUEST**

N/A

**KEY FACTS AND INFORMATION SUMMARY**

The celebration of the Constitution signing was started by the Daughters of the American Revolution. In 1955, DAR petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into public law on August 2, 1956, by President Dwight D. Eisenhower.

**OTHER ALTERNATIVES**

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

Mayor Cook issued a proclamation in honor of the Constitution signing in 2015.

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**Attachments**

Proclaim Constitution Week

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# Proclamation

City of Tigard

## Constitution Week

**WHEREAS**, on September 17, 1787, the Constitution of the United States of America was signed by 55 delegates to the Constitutional Convention in Philadelphia's Independence Hall; and

**WHEREAS**, September 17, 2016, marks the 229<sup>th</sup> anniversary of the drafting of the Constitution; and

**WHEREAS**, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebration which will commemorate the occasion; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United State of America designating September 17 through 23 as Constitution Week.

**NOW THEREFORE BE IT RESOLVED THAT I**, John L. Cook, Mayor of the City of Tigard, Oregon, do hereby proclaim the week of September 17-23, 2016 as

## CONSTITUTION WEEK

in Tigard, Oregon and encourage all citizens to reaffirm the ideals of the Constitution by protecting the freedoms guaranteed to us through this guardian of our liberties.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

---

John L. Cook, Mayor  
City of Tigard

**Attest:**

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City Recorder

**AIS-2824**

**3. D.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** Consent Item

**Agenda Title:** Proclaim National Preparedness Month

**Prepared For:** Joanne Bengtson, City Management

**Submitted By:** Joanne Bengtson, City Management

**Item Type:** Receive and File

**Meeting Type:** Proclamation

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Should Mayor Cook proclaim September as National Preparedness Month in Tigard?

**STAFF RECOMMENDATION / ACTION REQUEST**

N/A

**KEY FACTS AND INFORMATION SUMMARY**

September is recognized as National Preparedness Month which serves as a reminder that we all must take action to prepare, now and throughout the year, for the types of emergencies that could affect us where we live, work, and also where we visit. National Preparedness Month starts on September 1 with the theme, "Don't Wait. Communicate. Make Your Emergency Plan Today." and places emphasis on preparedness for youth, older adults, and people with disabilities and others with access and functional needs.

**OTHER ALTERNATIVES**

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

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**Attachments**

National Preparedness Month proclamation

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# Proclamation

City of Tigard

## NATIONAL PREPAREDNESS MONTH September 2016

**WHEREAS**, “National Preparedness Month” creates an important opportunity for every resident and employee of the City of Tigard to prepare their home, business and the community for any type of emergency, including natural disasters or catastrophe; and

**WHEREAS**, the city’s Emergency Management Program has partnered with the regional Federal Emergency Management Agency (FEMA) office to promote preparedness citywide as part of America’s PrepareAthon; and

**WHEREAS**, investing in emergency preparedness for ourselves, our families, businesses, and the community can reduce fatalities and economic devastation in our community and in our nation; and

**WHEREAS**, FEMA’s Ready Campaign and other federal, state, local, private, and volunteer agencies are working to increase public activity in preparing for emergencies and educate individuals on how to take action; and

**WHEREAS**, emergency preparedness is the responsibility of every resident and all are urged to make preparedness a priority and work together as a team to ensure that individuals, families, and the community are prepared for disasters and emergencies of any type; and

**WHEREAS**, all residents should be aware of special needs for emergency preparedness for our more vulnerable populations, and for the well-being of household pets, and should take steps to address those needs in their planning; and

**WHEREAS**, all residents are encouraged to participate in preparedness activities and review the Ready campaign’s website at [Ready.gov](http://Ready.gov) or [Listo.gov](http://Listo.gov) (Español) and become more prepared.

NOW THEREFORE BE IT RESOLVED THAT I, John L. Cook, Mayor of the City of Tigard, Oregon, do hereby proclaim the month of September 2016 as

## NATIONAL PREPAREDNESS MONTH

in Tigard, Oregon and encourage residents and businesses to develop their own emergency preparedness plan and work together to build a more prepared and resilient community.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

\_\_\_\_\_  
John L. Cook, Mayor  
City of Tigard

**Attest:**

\_\_\_\_\_  
Carol Krager, City Recorder

**AIS-2817**

**3. E.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** Consent Item

**Agenda Title:** 40th Anniversary of Washington County Cooperative Library Services

**Prepared For:** Margaret Barnes, Library

**Submitted By:** Alison  
Grimes,  
Library

**Item Type:** Receive and File

**Meeting Type:** Consent  
Agenda

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Proclamation for the 40th anniversary of Washington County Cooperative Library Services and celebration of this milestone from September 2016 through December 2016.

**STAFF RECOMMENDATION / ACTION REQUEST**

Request City Council approve a proclamation announcing the 40th anniversary of the Washington County Cooperative Library Services and proclaiming September 2016 through December 2016 as the time to celebrate this milestone with special programs and events.

**KEY FACTS AND INFORMATION SUMMARY**

This year marks the 40th anniversary of Washington County Cooperative Library Services. Member libraries wish to celebrate this milestone from September to December 2016 with special programs and events.

**OTHER ALTERNATIVES**

N/A

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

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**Attachments**

Proclamation





# Proclamation

City of Tigard

## 40<sup>TH</sup> ANNIVERSARY OF WASHINGTON CO. COOPERATIVE LIBRARY SERVICES

September - December 2016

**WHEREAS**, public library service in Washington County is provided through a unique partnership between the County, nine cities and three non-profit organizations known as Washington County Cooperative Library Services, or WCCLS; and

**WHEREAS**, WCCLS was established in 1976 with the passage of the first countywide levy to support free public library service for all county residents, creating collaborations among existing libraries and expanding service to more residents; and

**WHEREAS**, voters continue to support this cooperative effort, most recently with approval of increased levy funding in November 2015; and

**WHEREAS**, over 265,000 residents possess WCCLS library cards, granting public access to more than 1.7 million items in the collection and members visit libraries in the cooperative nearly 3.8 million times per year; and

**WHEREAS**, 2016 marks the 40<sup>th</sup> anniversary of the WCCLS, and member libraries wish to celebrate this milestone with a variety of fun and festive events scheduled from September to December 2016; and

**WHEREAS**, the Tigard Public Library has been an active member of the WCCLS for 40 years with 33,311 current Tigard Library cardholders who check out more than 1.2 million items each year; and

**WHEREAS**, the Tigard City Council recognizes the importance of superior public library services in order to educate, enlighten and entertain residents and encourages everyone to visit their library and celebrate the freedom to read.

NOW THEREFORE BE IT RESOLVED THAT I, John L. Cook, Mayor of the City of Tigard, Oregon, do hereby proclaim September – December 2016 as the

### 40<sup>th</sup> Anniversary of Washington Co. Cooperative Library Services

in Tigard, Oregon and encouraged all residents to enjoy this successful intergovernmental partnership that provides free public access to library services in the past, present and future.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

\_\_\_\_\_  
John L. Cook, Mayor  
City of Tigard

**Attest:**

\_\_\_\_\_  
Carol Krager, City Recorder

**AIS-2822**

**3. F.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** Consent Item

**Agenda Title:** Consider Resolution Waiving Temporary Sign Permit Fees for Tigard Basketball Association

**Prepared For:** Liz Lutz  
**Submitted By:** Liz Lutz,  
Finance and  
Information  
Services

**Item Type:** Resolution  
**Meeting Type:** Consent  
Agenda

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Does the Tigard City Council find the benefit to the community of waiving the temporary sign permit fees for Tigard Basketball Association to hang two banners outweigh the \$126 financial hardship to the city?

**STAFF RECOMMENDATION / ACTION REQUEST**

Consider Resolution waiving \$126 of permit fees for Tigard Basketball Association.

**KEY FACTS AND INFORMATION SUMMARY**

On August 24, 2016, Cliff Rone from Tigard Basketball Association emailed the city to request a waiver of permit fees charged to hang two banners (text of email attached). According to the Master Fees and Charges Schedule, Temporary Sign Permits are \$63 per sign. They are requesting the city waive fees for two signs, totaling a fee waiver of \$126. The Tigard Municipal Code Section 3.32.070 authorizes council to waive fees for non-profits. The text of the TMC is as follows:

3.32.070 Exemptions. The City Council is authorized to waive or exempt the fee or charge imposed upon an application or for the use of city facilities and services, if a nonprofit organization requests such a waiver in writing and the council determines that community benefit for the proposed activity outweighs the financial burden on the city. The waiver or exemption shall not excuse the nonprofit organization from compliance with other requirements of this code.

Tigard Basketball Association is a qualifying non-profit. They have made their request to waive fees in writing. If council determines that the benefit to the community outweighs the loss of \$126 in permit fees, then council is authorized to waive the fees.

### **OTHER ALTERNATIVES**

City Council could deny the request.

### **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

Tigard citizens are involved in the community and participate effectively. Programs and activities are available in the community to meet the needs of a diverse population.

### **DATES OF PREVIOUS CONSIDERATION**

N/A

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#### **Fiscal Impact**

**Cost:** \$126

**Budgeted (yes or no):** No

**Where Budgeted (department/program):** NA

#### **Additional Fiscal Notes:**

Approval of this resolution will reduce the City of Tigard General Fund revenues by \$126.

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#### **Attachments**

Resolution - REV

Request Letter

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**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 16-**

A RESOLUTION WAIVING \$126 IN TEMPORARY SIGN PERMIT FEES FOR TIGARD BASKETBALL ASSOCIATION.

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WHEREAS, Tigard Municipal Code 3.32.070 authorized City Council to waive fees for nonprofits when the request is made in writing and council determines that the community benefit outweighs the financial burden to the city; and

WHEREAS, Tigard Basketball Association has requested in writing the waiver of fees for two temporary sign permits; and

WHEREAS, the Master Fees and Charges Schedule states that the fee for temporary sign permits is \$63 per sign for 30 days and

WHEREAS, council determines that the community benefit outweighs the \$126 financial burden to the city.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Tigard Basketball Association receives a waiver of \$126 in temporary sign permit fees .

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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Mayor – City of Tigard

ATTEST

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City Recorder – City of Tigard

RESOLUTION NO. 16-

## Lizbeth Lutz

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**From:** Cliff Rone <president@tigardbasketball.org>  
**Sent:** Wednesday, August 24, 2016 10:47 AM  
**To:** Lizbeth Lutz  
**Subject:** Re: Sign/Banner Permit Fees - Tigard Basketball Association

Liz,  
I think we are ready to request the waiver. At last check with the school district we can only put up two banners, so that is the request for now.

Please let me know if you need additional information.

Thank you,  
Clifford Rone  
TBA President  
503-936-5846

On Thu, Mar 10, 2016 at 3:53 PM, Lizbeth Lutz <[Lizbeth@tigard-or.gov](mailto:Lizbeth@tigard-or.gov)> wrote:

Thanks for this information. This email will suffice as a request for a waiver, however we need to know how many signs do you plan to put up in Tigard and would like the fee waived, so we have a dollar amount for the fee waiver. I will put it on the council agenda and will let you know when it goes to council. You are not required to attend the meeting. I will inform you afterward how the council voted. Thanks, Cliff-see you soon at the budget meetings.

Liz Lutz

Confidential Executive Assistant

City of Tigard | FINANCE & INFORMATION SERVICES

13125 SW Hall Boulevard

Tigard, Oregon 97223

503.718.2487

**From:** Cliff Rone [<mailto:president@tigardbasketball.org>]  
**Sent:** Thursday, March 10, 2016 2:36 PM  
**To:** Toby LaFrance  
**Cc:** Lizbeth Lutz; Cliff Rone  
**Subject:** Sign/Banner Permit Fees - Tigard Basketball Association

Toby,



I was told you would be the one to whom I should send a request to have the sign and banner permit fees waived for a non-profit organization. Please forward this request to the appropriate person if you do not handle this type of request.

Tigard Basketball Association is a 501(c)(3) organization that has served families in Tigard since the early '80's. We provide a recreational basketball program for boys and girls in grades 3 through 12. The organization is run by an all-volunteer board and has served over 640 boys and girls for each of the past few years. As part of our service to the community we have provided more than 40 scholarships each year for some time to kids who qualify for free and reduced lunches at school. More information about the organization can be found on our website at [tigardbasketball.org](http://tigardbasketball.org).

One of our few methods of reaching the community near registration time in early September is to hang banners on the School District fences. Under Tigard's sign code we have been required to pay a monthly fee to the City to do that, though the School District does not charge us. We have been told that other non-profit groups in Tigard have been able to have the sign fees waived upon request and we hereby request such a waiver for TBA going forward.

Please let me know if you need additional information, or if there is a specific process we need to go through to obtain a waiver.

Thank you,

Clifford Rone

TBA President

503-936-5846

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**AIS-2763**

**4.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** 15 Minutes

**Agenda Title:** RECEIVE STATE OF THE DISTRICT PRESENTATION FROM TVF&R

**Submitted By:** Carol Krager, Central Services

**Item Type:** Update, Discussion, Direct Staff

**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Council will receive a State of the District presentation from Tualatin Valley Fire & Rescue Chief Duyck.

**STAFF RECOMMENDATION / ACTION REQUEST**

N/A

**KEY FACTS AND INFORMATION SUMMARY**

In the spirit of communication and coordination, Tualatin Valley Fire & Rescue (TVF&R) presents their State of the District to cities in their district annually. Chief Duyck will be present to update council and respond to questions.

**OTHER ALTERNATIVES**

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

February 17, 2015

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**Attachments**

*No file(s) attached.*

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**AIS-2754**

**5.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** 15 Minutes

**Agenda Title:** Legislative Public Hearing: Consider Changes to TMC Chapter 12

**Prepared For:** Cara Fitzpatrick, Finance and Information Services

**Submitted By:** Carol Krager, Central Services

**Item Type:** Motion Requested

Ordinance

Public Hearing - Legislative

**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing:** Yes

**Publication Date:**

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**Information**

**ISSUE**

Adoption of the Ordinances on proposed changes to TMC Chapter 12, Utility Services Rules and Regulations.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends council adopt the Ordinances on proposed changes to section 12.03.040, Billing and Collection of Utility Charges, proposed changes to section 12.10.160 Water System Rules And Regulations.

**KEY FACTS AND INFORMATION SUMMARY**

Based on council direction from the 8/16/2016 Business Meeting staff revised the language in the recommended Ordinance to reflect adjustments on a customer account due to error will not exceed two years. This Ordinance also sets a limit of two payment arrangements per customer per year.

The Ordinance for section 12.10.160, Service Connection Maintenance, establishes a rule for enforcement to allow field staff access to water meters. Staff will ask council to consider a referendum to the Master Fees and Charges Schedule which will set an amount for a fine when field staff must clear access to water meters if the property owner fails to follow requests to clear access.

**OTHER ALTERNATIVES**

Council may choose not to adopt the Ordinances presented.

## **COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

Tigard Strategic Goals - Fund the vision while maintaining core services

Tigard Strategic Goals - Engage the community through dynamic communication

Tigard Strategic Goals - Ensure development advances the vision

Tigard Municipal Code Chapter 12

## **DATES OF PREVIOUS COUNCIL CONSIDERATION**

August 16, 2016

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### **Attachments**

Ordinance #1

Ordinance # 2

TMC 12.03.040

TMC 12.10.160

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
ORDINANCE NO. 16-

AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE CHAPTER 12 BILLING AND  
COLLECTION OF UTILITY CHARGES SECTION 12.03.040

---

WHEREAS, the Tigard Municipal Code contains references to errors in billing but lacks a definition of a time period established for credits and refunds to accounts; and

WHEREAS, to reduce risk over customer account discrepancies by limiting the period of error not to exceed two years from the date of discovery; and

WHEREAS, the City of Tigard provides payment arrangements as an option for customers pay their utility bills without becoming past due; and

WHEREAS, the Tigard Municipal Code does not establish a limit on the number of payment arrangements a customer can enter into with the city; and

WHEREAS, in order to insure fairness and equitable customer service among the utility customer's by limiting the number of payment arrangements allowed in a year ; and

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1:       Section 12.03.040 of the Tigard Municipal Code is hereby amended as shown in Exhibit A; text to be added is shown in underline.

SECTION 2:       This ordinance shall be effective 30 days after its passage by the council, signature by the mayor, and posting by the city recorder.

PASSED:       By \_\_\_\_\_ vote of all council members present after being read by number and title only, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Carol A. Krager, City Recorder

APPROVED:       By Tigard City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

John L. Cook, Mayor

Approved as to form:

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City Attorney

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Date

CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
ORDINANCE NO. 16-

AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE CHAPTER 12 SECTION 12.10.160, SERVICE CONNECTION MAINTENANCE

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WHEREAS, the City of Tigard reads an average of 1500 water meters a day; and

WHEREAS, in order to keep costs low, customer service optimal and lessen the need for water meter maintenance the city needs clear and unobstructed access to the water meters for reading and service ; and

WHEREAS, the Tigard Municipal Code does not outline enforcement of access to water meters within the standards outlined in paragraph B; and

WHEREAS, establishing a rule for enforcement of the Service Connection Maintenance section of the Tigard Municipal Code will ensure consistent and accurate reading and easy access in the event of a meter leak.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: Chapter 12, section 12.10.160 of the Tigard Municipal Code is amended as shown in Exhibit A; text to be added is shown in underline.

SECTION 2: This ordinance shall be effective 30 days after its passage by the council, signature by the mayor, and posting by the city recorder.

PASSED: By \_\_\_\_\_ vote of all council members present after being read by number and title only, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Carol A. Krager, City Recorder

APPROVED: By Tigard City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

John L. Cook, Mayor

Approved as to form:

---

City Attorney

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Date

# TIGARD MUNICIPAL CODE

## A Chapter 12.03 BILLING AND COLLECTION OF UTILITY CHARGES\*

### Sections:

- 12.03.010 Authority**
- 12.03.020 Definitions**
- 12.03.030 Rates, Charges, Fees, Penalties, Collections**
- 12.03.040 Utility Charge Adjustments and Payment Agreements**
- 12.03.050 Customer Appeal Process**

\*Prior ordinance history: Ord. Nos. 96-02, 02-29.

### **12.03.010 Authority**

All definitions, authority, rules, and regulations as described in Chapter 12.01, Utility Services Rules and Regulations, are applicable to this chapter. (Ord. 12-06 §1)

### **12.03.020 Definitions**

A. Utility Charges. Any combination of water service charges, sanitary sewer service charges, surface water charges or other fees and charges authorized by the Tigard City Council or the Clean Water Services imposed on users of utility services.

B. Delinquent. Utility charges not paid by the due date specified on the bill for such charges are considered delinquent.

C. User. Any person who uses property which maintains connection to, discharge to, or otherwise receives services from the city's stormwater, surface water, sanitary sewer or water systems. The occupant of occupied property is deemed the user. If the property is not occupied, the person who has the right to occupy it shall be deemed the user. (Ord. 12-06 §1)

### **12.03.030 Rates, Charges, Fees, Penalties, Collections**

A. Clean Water Services Rates and Charges Resolution and Orders as amended and Ordinance Numbers 26, 27, 28, and 29 as

amended are hereby adopted by reference and shall be in full force and effect as part of this municipal code.

B. Collections from utility customers will be applied first to interest, penalties or other fees and charges, then proportionately among the rest of charges for services billed or as provided by contract with Clean Water Services.

C. All fees and charges set forth in this chapter shall be set by resolution by the Tigard City Council. (Ord. 12-06 §1)

### **12.03.040 Utility Charge Adjustments and Payment Agreements**

When the finance director or designee determines that a billing error has occurred, the director or designee may authorize an adjustment of the customer's utility account for the period of the error, not to exceed two years from the date the error is identified. Adjustments will be in the form of credits or additional charges to active utility accounts. Errors in billing or collection shall be corrected in a timely manner by the city. Resulting credits on accounts or refunds shall be made as expeditiously as possible. Disputed billings or other collection transactions shall be dealt with as follows:

In recognition of the need for exceptions in some cases, authority is granted as follows for adjustments to utility charges and to the implementation of payment agreements.

A. The finance director or designee shall have the authority to waive utility charges up to \$500. Such waiver may be made based upon a written request from the customer and for good cause. Good cause may include, but is not limited to, correction of user or account information, failure of the city to send a bill, demonstrated failure of a user to receive a bill, correction of measurement of either fixture units or equivalent service units and adjustments to the time in which requester became the user. Waivers may include



# TIGARD MUNICIPAL CODE

returned check charges, disconnection charges or utility charges.

B. The city manager or designee shall have the authority to waive utility charges up to \$2,500. Such waiver must be made based upon a written request from the customer and for good cause as defined in subsection A of this section. The city manager shall receive a written report of findings from staff and then weigh the evidence presented by the customer and the staff before making any such waiver.

C. The city may enter into a payment agreement with a customer to facilitate the payment of delinquent utility charges. Such agreements shall not exceed the term of one ~~three~~ years, current charges must be paid when due, and the agreement must be signed by both parties and must be a legally binding agreement. Breach of such an agreement by the customer shall result in further collection efforts. The city shall not enter into more than two payment agreements with a given customer in a one year period, beginning as of the date the first payment agreement is executed by the parties. Payment agreements for amounts over \$10,000 must be approved by the Tigard City Council. (Ord. 12-06 §1)

## **12.03.050 Customer Appeal Process**

Customers shall have the right to appeal billing decisions made by staff. If a customer is not satisfied with a decision, the customer may appeal to the finance director within 14 days of the decision in writing explaining the issue and justification for the customer's position. Finance director decisions may be appealed to the city manager within 14 days of the decision in a similar fashion. City manager decisions may be appealed within 14 days of the decision to the City Council. Council decisions are considered final. (Ord. 12-06 §1)

# TIGARD MUNICIPAL CODE

## Chapter 12.10 WATER SYSTEM RULES AND REGULATIONS\*

### Sections:

12.10.010	Definitions
12.10.020	Introduction
12.10.030	Use of Water
12.10.040	Service Size
12.10.050	Separate Connection
12.10.060	Furnishing Water
12.10.070	Service Pipe Standard and Maintenance
12.10.080	Violation of Utility Services Code
12.10.090	Jurisdiction
12.10.100	Waste - Plumbing - Inspection
12.10.110	Physical Connections With Other Water Supplies or Systems
12.10.120	Cross-Connection Control Program
12.10.130	Payment - Delinquency. (Repealed By Ord. 96-02)
12.10.140	Water Rates
12.10.150	Interrupted Service - Changes in Pressure
12.10.160	Service Connection Maintenance
12.10.170	Limitation on the Use of Water
12.10.180	Fire Hydrant - Temporary Use
12.10.190	Illegal Use of Fire Hydrant or Meter
12.10.200	Amendments - Special Rules - Contracts
12.10.210	Grievances
12.10.220	Findings and Declaration of a Water Emergency
12.10.230	Enforcement
12.10.240	Penalties
12.10.250	Water Shut-Off

\*Prior ordinance history: Ord. Nos. 93-34, 94-19,  
96-02, 01-15, 02-31.

### 12.10.010 Definitions

“Tigard Water Service Area (TWSA)” shall mean the territory within the boundaries of City of Durham, City of King City, Tigard Water District and the portion of the City of Tigard not served by Tualatin Valley Water District (TVWD). (Ord. 12-06 §3)

### 12.10.020 Introduction

All definitions, authority, rules, and regulations as described in Chapter 12.01, Utility Services Rules and Regulations, are applicable to this chapter. (Ord. 12-06 §3)

### 12.10.030 Use of Water

Water will be furnished for ordinary domestic, business and community purposes, and fire protection only. No water will be furnished for the direct operation of steam boilers, machinery or golf courses, except on an interruptible basis, and the city will assume no responsibility therein. (Ord. 12-06 §3)

### 12.10.040 Service Size

Upon the application for new water service, and payment of all charges, the city will install a service connection and meter of such size and location as approved by the Public Works Department. Meter and water service piping shall be sized using the fixture count method as described in the State of Oregon Uniform Plumbing Code. The minimum size of any water meter, which connects to the city water system, shall be five-eighths/three-fourths inch diameter.

In new subdivisions, the city requires the installation of water mains, valves, hydrants and water services by the developer as a part of improvements as described in this chapter. All improvements and installations shall be in accordance with public improvement design

# TIGARD MUNICIPAL CODE

standards. (Ord. 12-06 §3)

## **12.10.050 Separate Connection**

A separate service connection will be required for each dwelling, apartment or motel, place of business, and institution. All outlying buildings and premises used as a part of such dwelling place or business or institution may be served from such connection, as well as all buildings on such premises operated under the one management. The city shall prescribe the number of buildings to be served from one meter and such determination shall be final. (Ord. 12-06 §3)

## **12.10.060 Furnishing Water**

The city shall not be obligated to furnish and install, at its expense, system facilities for all property within the city. The city shall, so far as reasonable and practicable and within its financial means, however, provide adequate source of supply, necessary primary transmission mains, storage facilities and other improvements necessary to make water service generally available to all areas within the city. Extensions to furnish water to areas not now served by the city will be made at the expense of those persons requesting service. Such extensions will be made by the city or by those expressly authorized by the city. Consideration will be given to the city's ability to serve and to eligibility for annexation to the city of the property to be served. The city may contract with other governmental entities for the provision of water. The terms of service will be defined by agreement and consistent with the terms of this chapter. (Ord. 12-06 §3)

## **12.10.070 Service Pipe Standard and Maintenance**

Service pipes of all sizes, within or without the premises, whether for domestic, commercial, or fire protection purposes, must be materials, quality, class, and size as specified by the state plumbing code or regulations of the city.

The service pipe within the premises and throughout its entire length to the water meter must be in serviceable condition. It must be protected from freezing at the expense of the customer, lessee, or agent, who shall be responsible for all damages resulting from leaks or breaks. (Ord. 12-06 §3)

## **12.10.080 Violation of Utility Services Code**

A. Waste. No customer shall cause or permit water to run or be discharged through the fixtures, pipes or faucets on the customer's premises in excess of the quantity necessary for domestic, irrigation or other permitted purposes under this code.

B. Damage. No person shall willfully or maliciously damage or in any manner interfere with or remove any of the pipes, valves, back flow prevention devices, meters, lock seals, surface water management systems or other property belonging to the city or used in connection with the city utility system. Any person violating this section shall be charged for all costs associated with repairing any such damage or interference, plus any penalty. This charge may be added to the utility bill. Failure to pay such repair charges shall be a basis for discontinuance of service.

C. Tampering. No unauthorized person shall tamper with, alter, or damage any part of the city utility system, reservoir system, pumping station, surface water management system, metering facilities, or open or close any fire hydrant or service line. No person shall alter the utility service in a manner which would allow service to more than one household without applying for service and complying with this code. The council may establish a tampering fine by resolution for violation of this provision. This fine may be

# TIGARD MUNICIPAL CODE

included in the utility bill. Failure to pay that fine can result in discontinuance of service.

D. Violations. Violation of this section is punishable by a fine of not more than \$5,000. Violation of this section a second or subsequent time within a 24-month period is punishable by a fine of not less than \$1,500 and not more than \$5,000.

E. Code Violation a Civil Violation. In addition to the other penalties provided by this code and state law, a violation of any requirement of the Utility Code shall be a civil violation pursuant to Chapter 1.16 of this code and may be prosecuted in the Municipal Court of the City of Tigard. (Ord. 12-06 §3)

## **12.10.090 Jurisdiction of Water System**

The operation and repair of the city's water system, including pipes, valves, pumps, reservoirs, fixtures, etc. is the complete responsibility of the city's Public Works Department. No plumber, contractor, or other person will be allowed to connect to or operate any part of the city's water system up to and including the water meter. (Ord. 12-06 §3)

## **12.10.100 Waste - Plumbing - Inspection**

Water will not be furnished to premises where it is allowed to run or waste to prevent freezing or through defective plumbing or otherwise. Plumbing should be in conformance with the appropriate codes of the jurisdiction issuing the building permit. (Ord. 12-06 §3)

## **12.10.110 Physical Connections With Other Water Supplies or Systems**

A. Neither cross-connections nor physical connections of any kind shall be made to any other water supply, whether private or public,

without the written consent and approval of the City Council, and the written approval of the Oregon Health Authority. Included in this category are all pipe lines, appurtenances and facilities of the city system and all pipes, appurtenances, pumps, tanks, storage reservoirs, facilities, equipment, appliances, etc., of other systems whether located within or on public or private property, or the premises of a water customer.

B. Any such connection shall be removed by the customer within 10 days after written notice to remove is given by the city. If not removed within the time specified, the city may remove or discontinue any connection which it may have for servicing the property.

C. No person shall interfere with or attempt to prevent the public works director or other authorized representative from entering upon private premises and inspecting the property when an emergency exists or the public works director or authorized representative exhibits a warrant authorizing entry. (Ord. 12-06 §3)

## **12.10.120 Cross-Connection Control Program**

A. The city maintains a cross connection control program in order to protect the public water supply from contamination or pollution, and to assure that approved backflow prevention assemblies or devices are tested and/or inspected annually.

B. Determination by the city of appropriate levels of protection shall be in accordance with the Accepted Procedures and Practice in Cross-Connection Control Manual, American Water Works Association, Pacific Northwest Section, current edition. (Ord. 12-06 §3)

# TIGARD MUNICIPAL CODE

## **12.10.130 Payment – Delinquency** (Repealed by Ord. 96-02)

## **12.10.140 Water Rates**

All rates, fees and charges shall be set by resolution of the Tigard City Council. (Ord. 12-06 §3)

## **12.10.150 Interrupted Service – Changes in Pressure**

The water may be shut off at any time for repairs or other necessary work with or without notice. Conditions may cause a variation of the pressure. The city will not be responsible for any damage caused by interruption of service or varying pressure. (Ord. 12-06 §3)

## **12.10.160 Service Connection Maintenance**

A. The city will maintain all standard service connections in good repair without expense to the customers. Each customer is required to use reasonable care and diligence to protect the water meter and meter box from loss or damage by freezing, hot water, traffic hazards, and other causes, in default of which, such customer shall pay to the city the full amount of the resulting damage.

B. Each customer is required to maintain a vegetation and other obstruction free zone of a minimum of two feet around the water meters, fire hydrants or other water appurtenances. Clear access to the meter shall be from the street side in a direct path to the water meter. The customer shall remove any obstruction within 30 days' written notice from the city. Failure to maintain the area within the time ordered by the city may result in city personnel clearing the area to meet the city's meter reading and maintenance needs. The City Council may establish a service connection maintenance charge by resolution for violation of this provision. This charge may be included in the utility bill. Failure to pay fine may

result in discontinuance of service. The city shall have no liability for trimming of maintaining vegetation in order to read meters. (Ord. 12-06 §3)

## **12.10.170 Limitation on the Use of Water**

A. Limitation on the use of water as to hours, purpose, or manner may be prescribed from time to time by order of the public works director, based on a finding that the limitation is reasonable given the available and projected water supply and demand. Any order under this section shall be reviewed by the City Council at its next session following issuance of the order. The City Council may affirm, withdraw or amend the order.

B. The public works director, the city manager or the City Council may call for voluntary reductions in water use, including, but not limited to, voluntary rotational watering plans. (Ord. 12-06 §3)

## **12.10.180 Fire Hydrant - Temporary Use**

Any person who desires to use a fire hydrant for temporary water supply must obtain permission of the city. The charge for temporary use shall be set by resolution of the City Council. The customer is responsible for repair and/or replacement of damaged meter. (Ord. 12-06 §3)

## **12.10.190 Illegal Use of Fire Hydrant or Meter**

Connection to a fire hydrant or meter without proper authority is a Class 1 civil infraction. (Ord. 12-06 §3)

## **12.10.200 Amendments - Special Rules - Contracts**

The city may at any time amend, change or modify any rule, rate or charge, or make any special rule, rate or contract, and all water service is subject to such power. (Ord. 12-06 §3)

# TIGARD MUNICIPAL CODE

## **12.10.210 Grievances**

Any grievance as to service or complaints shall be made to the public works director, who shall attempt to resolve the problem. Any unresolved grievances as to service or complaints shall be reported and will be considered by the city manager. (Ord. 12-06 §3)

## **12.10.220 Findings and Declaration of a Water Emergency**

Upon finding that the municipal water supply is incapable of providing an adequate water supply for normal usage due to a drought, system failure or any other event, the City Council may declare a water emergency and require that water usage must be curtailed. The declaration shall include the effective date, the reason for the declaration and the level of prohibition declared. The City Council may include an estimated time for review or revocation of the declaration. (Ord. 12-06 §3)

## **12.10.230 Enforcement**

A. Warning. The city shall send a letter of warning for each violation of a curtailment restriction if no previous letter of warning has been sent to the person responsible for the violation. The letter of warning shall specify the violation, may require compliance measures and shall be served upon the person responsible for the violation. Service may be in person, by office or substitute service or by certified or registered mail, return receipt requested.

B. Civil Infraction. After the person responsible for the violation has received a warning letter, any subsequent violation shall be treated as a civil infraction under Chapter 1.16. (Ord. 12-06 §3)

## **12.10.240 Penalties**

A. First violation: Warning letter.

B. Second violation of the same type: Class 3 infraction - \$50.

C. Third violation of the same type: Class 2 infraction - \$100.

D. Fourth and subsequent violations of the same type: Class 1 infraction - \$250. (Ord. 12-06 §3)

## **12.10.250 Water Shut-Off**

After the third violation of a curtailment restriction, the public works director may order that the water service to the location where the violation has occurred shall be shut-off or reduced. A shut-off notice shall be posted on the property at least 48 hours prior to the scheduled shut-off or reduction. The shut-off notice shall specify the reasons for the shut-off or reduction. Any person wishing to avoid a shut-off must provide the public works director with evidence that the shut-off will create a health or safety risk. All shut-offs imposed under this section shall be temporary, not to exceed 30 days, provided the applicable charges are paid prior to reconnection. (Ord. 12-06 §3) •

**AIS-2787**

**6.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** 10 Minutes

**Agenda Title:** Consider Issuing a Contract for Public Outreach and Messaging

**Prepared For:** Kent Wyatt

**Submitted By:** Kent Wyatt, City Management

**Item Type:** Update, Discussion, Direct Staff  
**Meeting Type:** Local Contract Review Board

**Public Hearing** Yes

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

-- **Date in Newspaper:**

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**Information**

**ISSUE**

Consider whether the City should award a contract for public outreach and messaging.

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve staff to continue with the process of selecting a firm for public outreach and messaging services.

**KEY FACTS AND INFORMATION SUMMARY**

During the 2016-17 budget deliberations, the budget committee advised that seeking a local option levy and facilities bond should be sought to maintain the sustainability of the City's general fund, and also to repair and replace city facilities, and also invest in the vision.

To examine the prospect of seeking voter-approved tax measures in the future, the city will conduct public opinion research to ensure the city's assumptions and decisions are in line with the community's desires, and the City Council has ongoing advice about the appropriate timing, priority and key messages for when to seek voter approval. The City hopes to seek public opinion for the following dimensions of future planning:

- Local option levy
- Facilities bond
- Recreation programming

- Parks and recreation (utility) fee
- Sidewalk and pathway program
- Willingness to pay

Staff envisions the need for public opinion research in three potential phases: first, a baseline understanding of voter awareness and desires for city services and facilities (September-October 2016); second, when needs assessments for day-to-day city services and facility needs have been completed and are better known (March-April 2017); and finally, just prior to City Council decisions to place a matter before voters (July 2017).

Telephone surveys, online surveys, and focus groups will key components of the community.

A Request for Proposal and an addendum for additional details were issued in July for the required services. The City received proposals from five firms. Based on the scoring from the evaluation team, staff will bring forward a contract award recommendation for DHM Research at a future business meeting. The total of the contract amount will be approximately \$150,000.

## **OTHER ALTERNATIVES**

Elect not to continue with the RFP process.

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

Council Goal 1: Provide Recreation Opportunities for the People of Tigard

Council Goal 5: Expand Opportunities to Engage People in the Community

## **DATES OF PREVIOUS CONSIDERATION**

N/A

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### **Fiscal Impact**

**Cost:** \$120,000

**Budgeted (yes or no):** N

**Where Budgeted (department/program):** City Management

### **Additional Fiscal Notes:**

The city council will receive a first quarter supplemental budget request for this item.

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### **Attachments**

Public Opinion RFP

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# City of Tigard

FINANCE AND INFORMATION SERVICES

## Request for Proposal (RFP)

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### PUBLIC OPINION RESEARCH AND MESSAGING

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**Proposals Due:** Thursday, July 28 - 2:00 p.m. local time

**Submit Proposals To:** City of Tigard – Contracts & Purchasing Office  
Attn: Joe Barrett, Sr. Management Analyst  
13125 SW Hall Blvd.  
Tigard, Oregon 97223

**Direct Questions To:** Joe Barrett, Sr. Management Analyst  
Phone: (503) 718-2477  
Email: [joseph@tigard-or.gov](mailto:joseph@tigard-or.gov)

**PUBLIC NOTICE  
REQUEST FOR PROPOSAL  
Public Opinion Research and Messaging**

The City of Tigard is seeking sealed proposals from qualified firms to provide public opinion research and messaging services for the City's evaluation of potential future voter-approved tax measures. Proposals will be received until 2:00 p.m. local time, Thursday, July 28, 2016, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFP packets may be downloaded from <http://www.tigard-or.gov> or obtained in person at Tigard City Hall's Utility Billing Counter located at 13125 SW Hall Blvd., Tigard, Oregon 97223.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

PUBLISHED: Daily Journal of Commerce  
DATE: (Day of Week), (Date)

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## **SECTION 1**

### **INTRODUCTION**

The City of Tigard is seeking sealed proposals from qualified firms to provide public opinion messaging and survey research services for the City's evaluation of potential future voter-approved tax measures. Proposals will be received until 2:00 p.m. local time, Thursday, July 28, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

## **SECTION 2**

### **PROPOSER'S SPECIAL INSTRUCTIONS**

#### **A. PROPOSED TIMELINES**

<u>Monday, July 11</u>	Advertisement and Release of Proposals
<u>Thursday, July 28, 2016 – 2:00 p.m.</u>	Deadline for Submission of Proposals
<u>Week of August 4</u>	Interviews (if necessary)
<u>Week of August 11</u>	Award of Contract by LCRB
<u>Week of August 18</u>	Commencement of Services

**NOTE:** The City reserves the right to modify this schedule at the City's discretion

#### **B. GENERAL**

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

#### **C. PROPOSAL SUBMITTAL**

The Proposal and all amendments must be signed and submitted no later than 2:00 p.m., Thursday, July 28, to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

#### **RFP – Public Opinion Research**

City of Tigard – Utility Billing Counter  
Attn: Joe Barrett, Sr. Management Analyst  
13125 SW Hall Blvd.  
Tigard, Oregon 97223

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid

opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

**D. PROTEST OF SCOPE OF WORK OR TERMS**

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to the attention of Joe Barrett, Sr. Management Analyst, and be marked as follows:

**RFP Specification/Term Protest**

City of Tigard – Contracts and Purchasing Office  
Attn: Joe Barrett, Sr. Management Analyst  
13125 SW Hall Blvd.  
Tigard, Oregon 97223

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

**E. PROPOSAL SUBMISSION AND SIGNING**

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

**F. COST OF PREPARING A PROPOSAL**

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

**G. INTERPRETATIONS AND ADDENDA**

All questions regarding this project proposal shall be directed to Joe Barrett, Sr. Management Analyst. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an “Addendum” to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the “Acknowledgment of Addendum” with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**H. BUSINESS LICENSE/FEDERAL TAX ID REQUIRED**

The City of Tigard Business License is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business License. Successful

Contract will be required to present a copy of their City of Tigard Business License at the time of contract execution. Successful Contractor shall also complete a W-9 form for the City at the time of contract execution.

**I. CITY'S PROJECT MANAGER**

The City's Project Manager for this work will be Kent Wyatt, Senior Management Analyst, who can be reached by phone at (503) 718-2809 or by email at [kentw@tigard-or.gov](mailto:kentw@tigard-or.gov). Kent will be advised by members of the City's Leadership Team regarding the project.

**J. PROPOSAL VALIDITY PERIOD**

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

**K. FORM OF CONTRACT**

A copy of the City's standard general services agreement, which the City expects the successful firm or individual to execute, is included as "Attachment C". The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D "Protest of Scope of Work or Terms" or their exceptions will be deemed immaterial and waived.

**L. TERM OF CONTRACT**

The term of the contract shall be a period of one (1) year with the mutual option to renew for up to one (1) additional one-year periods. The total term of the contract cannot exceed five (5) years.

**M. TERMINATION**

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

**N. INTERGOVERNMENTAL COOPERATIVE PURCHASING**

The bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Tigard usage only.

Each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements. Any bidder(s), by written notification included with their bid, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

**O. NON-COLLUSION**

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

**P. PUBLIC RECORD**

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

### **SECTION 3**

### **BACKGROUND**

In 2014, the City Council adopted the vision the Strategic Plan to become "the most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives." The strategic plan is providing guidance and direction for the city's priorities over the next 20 years. Proactive planning for the future is providing an opportunity to grow the city in a way that is thoughtful and unique by leveraging and building on Tigard's existing strengths.

One of the goals of the strategic plan that has received particular focus in the past two years is to "fund the vision while maintaining day-to-day city services." During the 2016-17 budget, in response to a recommendation by the City Manager, the budget committee (comprised of the City Council and citizen members) advised that seeking a local option levy and facilities bond should be sought to maintain the sustainability of the City's general fund, and also to repair and replace city facilities, and also invest in the vision. (Attached is the City Manager's Budget Message for FY 16-17 which provides key information on the financial decisions facing the city.)

To examine the prospect of seeking voter-approved tax measures in the future, the city will conduct public opinion research to ensure the city's assumptions and decisions are in line with the community's desires, and the City Council has ongoing advice about the appropriate timing, priority and key messages for when to seek voter approval. The City hopes to seek public opinion for the following dimensions of future planning:

**Local Option Levy.** The city's Budget Committee advised with the adoption of the 2016-17 budget that Tigard should consider referring a local option levy to voters to supplement the base tax rate to provide day-to-day city services. Tigard has a low permanent property tax levy rate (\$2.51/1,000 AV), second lowest of any city in Washington County with a population over 5,000. If a local option levy were referred to voters, the city would be seeking input and public opinion about the importance and priority of general fund services, and what the voting public is most willing and interested in paying more for (Police, Library, Parks, or other services provided with the General Fund).

**Facilities Bond.** Tigard has growing facility repair and replacement needs, including inadequate space in the Police Department, scattered leased sites for Public Works, and deferred maintenance and acute repairs needed in from a 30-year old city hall complex. A space and facilities strategic plan and building condition assessment is underway, which will recommend options resolve these challenges. The likely funding source to pay for any repaired or replaced facilities will be a voter-approved property tax measure.

**Recreation Programming.** The City is seeking to meet the community's desire for recreational opportunities and has recently launched a new city recreation program. The city is exploring options for the future of providing recreation services, including a city-operated recreational program or partnerships with the Tigard-Tualatin Aquatics District or Tualatin Hills Park and Recreation District.

**Park and Recreation (Utility) Fee.** In 2016, the City Council enacted a utility fee to pay for part of the costs of existing park maintenance, with a discussion about eliminating the fee if another funding source could be found to address maintenance of existing parks, deferred maintenance, and recreation programming.

**Sidewalk and Pathway Program.** As part of the City's strategic plan to become more walkable and connected, \$118 million of sidewalk and pathway "gaps" were identified that could represent a future investment in the city's walking and bicycling infrastructure. The City wants to assess the depth of public

interest and willingness to pay for building out sidewalks, trails and pathways to connect every household to within 3/8 of a mile of the pedestrian network.

**“Willingness to Pay.”** Over the last year, the City has increased water rates, stormwater fees, sewer surcharge, street maintenance fees, created the park and recreation charge, and other services such as solid waste rates and regional sewer rates and school district property taxes have increased. The City is interested in understanding the tax tolerance of city voters at certain levels of investment (\$0.50/1000 AV, \$0.75/1000 AV, \$1.00/1000), to assist the City Council in making choices about the timing and level of request that could be made for voters to still gain support for additional funding for day-to-day city services.

**Key Messages.** The City is interested in testing key messages about the importance of day-to-day services in the general fund and the state of the city’s facilities to understand the best way to communicate about these needs to voters for a potential future request to voters.

The City of Tigard envisions the need for public opinion research in three potential phases: first, a baseline understanding of voter awareness and desires for city services and facilities (August-September 2016); second, when needs assessments for day-to-day city services and facility needs have been completed and are better known (March-April 2017); and finally, just prior to City Council decisions to place a matter before voters (July 2017).



## **SECTION 4**

### **SCOPE AND SCHEDULE OF WORK**

The City is seeking the services of a professional polling firm with extensive experience in assisting local governments in public opinion research on facilities, local option levies, strategic planning, and general fund services (police, library, parks and recreation, and day-to-day city services). It is desirable that firms have demonstrated experience assisting local governments of similar size and complexity as Tigard.

The scope of work to be performed by the Consultant will include, but is not limited to the following:

1. Overview of current polling practices and uses of data for City staff members.
2. Regular involvement and consultation with City staff, and possibly City Council members and members of the community, on the project need and design of the questionnaire(s).
3. Landline and cell phone interview polling conducted using generally-accepted polling practices.
4. An online polling tool (or other engagement techniques) to engage those residents not reached by the telephone poll.
5. Preparation of a variety of statistical tables and analyses.
6. Preparation of draft and final reports of the data with key findings. Reports will include visual presentation, executive summary, written report, and strategic analysis that will assist the city in decision-making about future ballot measures and communications.
7. Develop key messages for informational materials such as brochures, mailers, and web content.
8. Meet with and present to City representatives, City Council, members of the community and others as needed to review results and discuss findings. This could include attendance and presentation at Council Committee and Council meetings.
9. Any other tools or processes that would be useful in understanding current community opinions.

**SECTION 5**  
**PROPOSAL CONTENT AND FORMAT**

**A. FORMAT**

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

**1. Title Page**

Proposer should identify the RFP Title, name and title of contact person, address, telephone number, fax number, email address and date of submission.

**2. Transmittal Letter**

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a.** A brief statement of the Proposer's understanding of the project and services to be performed;
- b.** A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and the names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter.)

**3. Table of Contents**

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

**4. Firm and Team Qualifications**

- a.** Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b.** Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.
- c.** Proposers must identify the anticipated members of their firm that will be assigned to meet the City's needs. Proposers should identify individuals and subcontractors who will provide the services, their experience, and their individual qualifications. Pertinent resumes of assigned personnel should be included.

**5. Project Understanding and Approach**

Proposers should provide the City with information regarding their understanding of the City's needs with regards to the Scope and Schedule of Work. Proposers should demonstrate a general understanding of the needs of a municipality in the State of Oregon from a firm. As part of their service understanding documentation, Proposer's should address their availability to meet the City's needs.

**6. Cost Structure**

The proposed fee structure should include the complete breakout for the Contractor's costs to provide all of the services under the subsequent contract.

**B. ADDITIONAL SERVICES**

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an “as needed” basis, to be provided and billed for separately.

**C. ADDITIONAL INFORMATION**

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

**D. REFERENCES**

Contractor must demonstrate successful past performance of the firm’s ability to provide services as set forth in this specification. Contractors must detail three (3) references to document experience. References must be detailed in Attachment B “Statement of Proposal”

**E. DISPUTES**

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

**F. CITY PERSONNEL**

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

Each proposal shall contain the following information:

1. A general description of the range of relevant activities performed by the Consultant, including experience in performing opinion surveys for public agencies.
2. The name, address, and telephone number of three references for which the Consultant has performed public opinion survey services. At least one reference should be from a municipality.
3. A not-to-exceed figure to perform the scope of services listed above. Include, if applicable, hourly rates to perform work and a fee schedule for reimbursable expenses.
4. An explanation of the approach and methodology used to perform the scope of work outlined above. Include the organization of project personnel and any additional assistance needed from outside sources.
5. Any other information about the Consultant that you believe would be applicable to this project.

**SECTION 6**  
**PROPOSAL EVALUATION PROCEDURES**

**A. SELECTION AND EVALUATION PROCESS**

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a firms proposal. Proposals will be evaluated in accordance with the following:

1.	<u>Completed Proposal submitted on time</u>	<u>Pass/Fail</u>
2.	<u>An original plus three (3) copies of the complete proposal</u>	<u>Pass/Fail</u>
3.	<u>Transmittal letter</u>	<u>Pass/Fail</u>
4.	<u>Firm and team qualifications</u>	<u>25 points</u>
5.	<u>Project understanding and approach</u>	<u>40 points</u>
6.	<u>Cost structure</u>	<u>35 points</u>
<u>TOTAL EVALUATION POINTS</u>		<u>100 POINTS</u>

**B. PRESENTATION/INTERVIEW**

At the option of the City, the top scoring proposers (based on the criteria points) may be asked to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee amount originally proposed. The City's Project Manager will schedule the time and location of these presentations and notify the selected firms. If the City elects to conduct a presentation/interview process, 25 criteria points will be assigned to the process and will be added to the participating Proposers' total points.

**C. INVESTIGATION OF REFERENCES**

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

**D. CLARIFICATION OF PROPOSALS**

The City reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

**E. RESERVATION IN EVALUATION**

The Selection Committee reserves the right to either: (a) request "Best and Final Offers" from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the City.

**F. INTENT OF AWARD**

Upon review of the proposals submitted, the City may negotiate a scope of work and a general services agreement with one firm, or may select one or more firms for further consideration.

**G. PROTEST OF AWARD**

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

**H. PROPOSAL REJECTION**

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. In the event two or more proposals shall be for the same amount for the same work, the City shall follow the provisions of LCRB 30.095 and Section 137-095 of the Oregon Attorney General's Model Public Contract Manual;
5. Reject all proposals;
6. Award any or all parts of any proposal; and
7. Request references and other data to determine responsiveness.

**SECTION 7  
PROPOSAL CERTIFICATIONS**

\*\*\*\*\*

**Non-discrimination Clause**

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

**Resident Certificate**

Please Check One:

☐ **Resident Vendor:** Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

**Or**

☐ **Non-resident Vendor:** Vendor does not qualify under requirement stated above.  
(Please specify your state of residence: \_\_\_\_\_)

Officer's signature: \_\_\_\_\_

Type or print officer's name: \_\_\_\_\_

**SECTION 8**  
**SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. \_\_\_\_\_ through No. \_\_\_\_\_ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: \_\_\_\_\_

If corporation, attest: \_\_\_\_\_  
(Corporate Officer)

☐ Corporation

☐ Partnership

☐ Individual

Federal Tax Identification Number (TIN): \_\_\_\_\_

**ATTACHMENT A  
CITY OF TIGARD, OREGON  
ACKNOWLEDGMENT OF ADDENDA**

Project Title: \_\_\_\_\_

Close: (Day of Week), (Date) - 2:00 p.m. \_\_\_\_\_

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA (*If none received, write "None Received"*):

1. \_\_\_\_\_

3. \_\_\_\_\_

2. \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Corporate Name



**ATTACHMENT B  
CITY OF TIGARD, OREGON  
STATEMENT OF PROPOSAL**

Name of Consultant:\_\_\_\_\_

Mailing Address:\_\_\_\_\_

\_\_\_\_\_

Contact Person:\_\_\_\_\_

Telephone:\_\_\_\_\_Fax:\_\_\_\_\_Email:\_\_\_\_\_

accepts all the terms and conditions contained in the City of Tigard's Request for Proposal for Mechanical/HVAC Preventative Maintenance and Inspection Services and the attached general services agreement (Attachment C):

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or print name of authorized representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Type or print name of person(s) authorized to negotiate contracts

\_\_\_\_\_  
Telephone Number

**REFERENCES**

\_\_\_\_\_  
Reference #1

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Project Title

\_\_\_\_\_  
Contact Individual

\_\_\_\_\_  
Reference #2

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Project Title

\_\_\_\_\_  
Contact Individual

\_\_\_\_\_  
Reference #3

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Project Title

\_\_\_\_\_  
Contact Individual

## ATTACHMENT C

**AIS-2799**

**7.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** 15 Minutes

**Agenda Title:** Discussion of Upcoming Contracts

**Prepared For:** Joseph Barrett

**Submitted By:** Kelly  
Burgoyne,  
Central  
Services

**Item Type:** Update, Discussion, Direct Staff  
**Meeting Type:** Local  
Contract  
Review  
Board

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

---

**Information**

**ISSUE**

A discussion of upcoming contracts before the Local Contract Review Board.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff is seeking the Local Contract Review Board's direction on any additional information or direction they would like to see in preparation of award decisions for the proposed contracts.

**KEY FACTS AND INFORMATION SUMMARY**

**Citywide Collection Services**

The City has worked with collection agencies since 1996 to collect the City's delinquent accounts. Delinquent accounts include, but may not be limited to:

- Municipal Court includes: Minor traffic cases, parking and environmental offenses. The Court will have already attempted collections through letters and suspension of driving privileges (where appropriate.) Accounts may have judgments entered up to two years prior. Account balances range from \$50 up to \$2,500. The estimated number of accounts the Court turns over to the collection agency is estimated at 300 accounts per year.
- Utility Billing includes: Utility payments for Water, Sewer, Surface Water Management and Street Maintenance and Parks and Recreation Fee. Prior to Utility Billing turning any account over to a collection agency they have sent one or two bills and letters stating

that the account is being turned over to an outside collection agency. The majority of the accounts that are turned over to a collection agency are for those people who no longer receive City services. The exception is the "Sewer Only" accounts. Utility Billing turns over accounts approximately once a quarter for an average of 150 accounts a year. The account balances range from \$5-\$2,000.

- Risk Management includes: Damage to City property and infrastructure. Examples include fire hydrants, signs, signal lights, fences, vehicles and buildings. These are accounts that have not been paid by insurance, and may include cases arising from small claims court. Account balances range from \$50 up to \$7,500. The estimated number of accounts that Risk will turn over to a collections agency may be one per year.
- Other types of delinquent accounts may be assigned to a collections agency as deemed to be in the best interest of the City.

The City issued a Request for Proposals for Collections Services in the spring with proposals due on May 10, 2016. Proposals were received from five(5) collection agencies and they were evaluated and scored by a multi-divisional team. The firms and their ranking from the evaluation team are as follows:

- Alliance One
- Professional Credit Service
- IC System
- Western Collection Bureau
- Fidelity Collection Service

An evaluation team scored and ranked the firms and Professional Credit Service was selected as the top submitting firm. As such, they will receive a recommendation for contract award at a future Local Contract Review Board meeting. Staff asks that, in effort to conserve time on a future agenda, this award decision be placed on the consent agenda. The contract will be for an estimated \$150,000 over the life of the contract for the services described above.

### **Janitorial Services**

In 1977, the Oregon legislature passed the "Products of Disabled Individuals" Act (ORS 279.835 to ORS 279.855.) This law obligates all state and local governments, school districts and other tax-supported political bodies in Oregon, to purchase goods and services from Qualified Rehabilitation Facilities (QRFs) when the products or a service meets their requirements. A QRF is a non-profit rehabilitation corporation that employs individuals with qualifying disabilities to provide products and services to public agencies. The Oregon Department of Administrative Services is responsible for qualifying each community rehabilitation program as a QRF. A QRF must employ individuals with qualifying disabilities for at least 75% of the hours of direct labor across the entire company. Each QRF's mission must include providing vocational services which enable employment opportunities for individuals with disabilities. A QRF's programs are registered and reviewed on a regular basis by various state and federal agencies such as the Oregon Department of Human Services (DHS), Oregon Department of Administrative Services (DAS) and the National Industries for the Severely Handicapped. Disabled people are referred to a QRF from the Vocational Rehabilitation or Mental Health Divisions of the Oregon Department of Human Services.

Janitorial services is one services that is provided by a number of QRF vendors. As the city's existing contract for janitorial services has expired, staff entered into negotiations the city's current QRF vendor for janitorial services, Tualatin Valley Workshop, on new contract pricing. Staff chose to negotiate with Tualatin Valley Workshop due to their strong record of performance at the city's facilities and that their pricing is comparable among the QRFs as the state has final approval on the pricing. City staff and Tualatin Valley Workshop agreed upon the contract pricing. The next step, aside from Local Contract Review Board approval, will be to submit the pricing to the state for approval. Services that will be included in this contract are, but may not be limited to:

- Trash and waste removal
- Recyclable material removal
- Glass cleaning
- Restroom cleaning
- Floor vacuuming and mopping
- Dusting
- Day Porter duties
- Carpet and hardwood cleaning

Services that will be included in this contract are, but may not be limited to: Staff and the contract have negotiated a first year cost of just over \$205,000 for the janitorial services at all the City's facilities. Using a 3% estimated annual escalator, the total cost of the contract over a potential five years would be just under \$1.1 million. All future years pricing shall be dependent upon the City's budget and state approval. Staff will bring the contract recommendation forward a future business meeting. Staff asks that, in an effort to conserve time on a future agenda, this award decision be placed on the consent agenda.

### **Tiedeman Re-Alignment of Fanno Creek Trail**

The Fanno Creek Trail is a regional trail and the main north-south walking and cycling route through Tigard. Its effectiveness as a transportation facility is significantly reduced by the many gaps and substandard sections throughout Tigard. This project will resolve a substandard trail issue at SW Tiedeman Avenue. Currently the Fanno Trail comes to an abrupt end into the SW Tiedemann sidewalk. At this location, site lines of oncoming traffic are very difficult. Trail users have to find their way to a school crosswalk 500 feet to the south. There have been safety problems with bikes attempting to make the turn onto the sidewalk and falling into the street and with trail users trying to cross Tiedeman at this less than safe trail terminus.

The project will re-align the Fanno Greenway Trail so that it crosses Tiedeman Avenue in order to align with the existing school crosswalk at Tiedeman Avenue. This location provides significantly greater visibility for both trail users and cars traveling along Tiedeman. The trail realignment will require a new pedestrian bridge over Fanno Creek and a new boardwalk section over sensitive habitat associated with the creek. The trail will also be widened to the full 10 foot width to meet desired standards for multi-use trails in the region and will meet all ADA requirements.

Staff issued a Qualification-based Request for Proposal (QBS) for the design work on the project in June of this year. Proposals were due in early July and the City received six and they were evaluated and ranked by the evaluation team based on the criteria detailed in the QBS packet

1. OBEC
2. OTAK
3. KPFF
4. Wallis Engineering
5. Cardno
6. Froelich Engineer

As OBEC was the top ranking firm, staff entered into negotiated with them on a contract price and final scope of work. The negotiated price agreed by both parties is \$229,000. The scope includes:

- Project management
- Project surveying
- Right-of-way and property line resolution
- Topographic survey and base mapping
- Environmental documentation and permits
- Geotechnical investigation
- Site restoration plans
- Pathway design
- Structure design
- Hydraulic and stormwater studies
- Construction support

This project is funded through a Metro Greenspace grant and there is \$230,000 in the 2016-2017 budget for external expenses for this project. Staff will bring the contract recommendation forward at a future business meeting. Staff asks that, in effort to conserve time on a future agenda, this award decision be placed on the consent agenda.

## **OTHER ALTERNATIVES**

## **COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

## **DATES OF PREVIOUS COUNCIL CONSIDERATION**

This is the first time the Local Contract Review Board will discuss these contracts.

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### **Fiscal Impact**

**Cost:**

**Budgeted (yes or no):**

**Where budgeted?:**

**Additional Fiscal Notes:**

See individual project descriptions for preliminary fiscal information.

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**Attachments**

*No file(s) attached.*

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**AIS-2825**

**8.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** 5 Minutes

**Agenda Title:** Contract Award - Greenfield Drive and Ridgefield Lane  
Water Quality Facilities Repairs

**Prepared For:** Joseph Barrett

**Submitted By:** Joseph Barrett, Finance and Information Services

**Item Type:** Motion Requested      **Meeting Type:** Local  
Contract  
Review  
Board

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall the Local Contract Review Board award a contract for the Greenfield Drive and Ridgefield Lane Water Quality Facilities Repairs project to Braun Construction in the amount of \$193,575.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends the Local Contract Review Board award a contract for the Greenfield Drive and Ridgefield Lane Water Quality Facilities Repairs project to Braun Construction in the amount of \$193,575 and authorize the City Manager to take the necessary steps to execute the contract.

**KEY FACTS AND INFORMATION SUMMARY**

**Project Overview**

The water quality facilities at Greenfield Drive and Ridgefield Lane require reconstruction in order to meet current water quality requirements from Clean Water Services. The facilities were constructed in the early 2000s by private development and have since failed. The Greenfield Drive facility failure was due to runoff from the storm water outfall entering into a neighboring property and causing backyard flooding. The Ridgefield Lane facility failed due to stormwater draining towards an existing wall and causing the wall to fail. Both facilities currently have temporary pipes connected to the outfall which bypass the stormwater past the failures. With bypassing the stormwater runoff, water quality treatment is not occurring and



the facilities fail to comply with current water quality standards. This project will repair the failure areas, provide an alternate layout to prevent future failures, and provide water quality treatment meeting current standards. The overall project construction budget is \$300,000 as the project was originally designed with an alternate construction method.

### **Contract Details**

An Invitation to Bid was issues for the construction work of this project in mid-July. Bids were due on August 2nd and the City received two bids:

- Braun Construction - \$193,575
- Pacific Excavation - \$228,000

Staff has reviewed the submittals and found Braun Construction's to be the lowest responsible bid. Staff has verified that Braun is eligible for public contracts with BOLI and has no State Construction Contractors Board disciplinary actions against them. Therefore, staff recommends the water quality facilities repairs contract be awarded to Braun in the amount of \$193,575.

### **OTHER ALTERNATIVES**

The Local Contract Review Board may decline to award this contract and redirect staff to issue a new Invitation to Bid for the work. Doing so will prolong the City's non-compliance with current water quality standards.

### **COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

### **DATES OF PREVIOUS COUNCIL CONSIDERATION**

The Local Contract Review Board received a memorandum on this project in their August 11, 2016 packet. Due to scheduling conflicts staff asked that this memo serve as the projects first pass with the Local Contract Review Board.

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### **Fiscal Impact**

**Cost:** \$193,575

**Budgeted (yes or no):** Yes

**Where budgeted?:** Stormwater Fund

### **Additional Fiscal Notes:**

The total of the proposed contract is \$193,575. The first-quarter supplemental for the FY 2016-2017 budget appropriates \$93,000 for the Ridgefield Lane facility and \$336,000 for the Greenfield Drive facility. These dollars are for both internal and external cost, including this proposed contract.

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### **Attachments**

*No file(s) attached.*

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**AIS-2778**

**9.**

**Business Meeting**

**Meeting Date:** 09/13/2016

**Length (in minutes):** 20 Minutes

**Agenda Title:** City Priorities Discussion: Scoping a Local Option Levy and Facilities Bond Proposal

**Prepared For:** Marty Wine, City Management

**Submitted By:** Kelly Burgoyne, Central Services

**Item Type:** Update, Discussion, Direct Staff

**Meeting Type:** Council Workshop Mtg.

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

What services and facilities should be a priority for investment as Tigard looks ahead to the possibility of asking voters for a local option levy and facilities bond measure at a future date?

**STAFF RECOMMENDATION / ACTION REQUEST**

Begin a discussion of what services and facilities might be included in a local option levy and facilities bond.

Questions for discussion include:

- Using the choices considered in the 2016-17 Budget, what does the City Council consider a priority for the next investment by the General Fund in services and facilities?
- What would be useful for the Council to know from citizen surveys or focus groups about public priorities?
- The Leadership Team's operating assumption is that both a local option levy and a bond for capital facilities would be placed before voters in November 2017, based on the need for considerable lead time for gathering information about the city's needs, providing information to the public, and building community awareness and support. What is the Council's consideration for timing for potential voter-approved measures?

**KEY FACTS AND INFORMATION SUMMARY**

In March 2015, ahead of the 2016-17 Budget, the City Council had a broad discussion of city priorities, namely: what were important investments that the city should be making in services and facilities for the future? The purpose of that discussion was for the Council to begin to understand the breadth of potential General Fund service investments and facilities needs going into the 2016-17 budget process.

The choices in the 2016-17 budget process were largely focused on where investments of General Fund dollars should be made for the upcoming year (because there was \$1,000,000 of General Fund that once supported Parks that could be invested in other General Fund needs). The budget message stressed the dangers of eroding the city's day-to-day city services if we continue on our current financial path and will be unable to keep up with city population growth and demand for services. The proposed budget highlighted the need to ask voters to supplement the City's low permanent property tax rate through a local option levy, and a capital bond measure to replace or repair the city's facilities. With the adoption of the 2016-17 Budget and the support of the Budget Committee and the City Council to seek a voter-approved local option levy and facilities bond at a future election, the work begins now to determine what should be requested of voters. In prior Council discussions, the Council has acknowledged that:

- The structural imbalance in the General Fund (in which costs grow at least one-half of one percent faster than revenues) will require new resources
- Investing in new or expanded programs and services will require new resources
- All of what needs to be done in Tigard can't be accomplished in a single year
- There may be limits to what, and how much, of a request to be made to voters
- If voter approval is sought for a measure, it should be for something that the whole Council can advance supportively.

Several efforts are now underway to begin to identify facilities and services that the Council will be discussing over the next year:

- The City Council approved a contract for the Civic Center Visioning Project, and the Building Conditions Assessment, designed to identify which investments in facilities are needed and can be made on the existing Civic Center campus;
- Work with a survey and research firm is proposed to gather input from Tigard residents and businesses about what services and facility investments they are aware of are needed, and would prioritize for an investment through a local option levy or capital bond for facilities.
- Leadership Team discussions (Department Directors) have begun to identify the potential specific investments, timeline and key milestones needed to seek a levy and bond measure with voters, and also to begin to frame the choices about what General Fund services would be supported in a future levy. All of the General Fund budget "packages" that were considered but not funded in the current fiscal year represent future General Fund service needs to be considered for a local option levy. Scoping a local option levy will need to be better informed by some type of survey or research effort to collect the opinions of Tigard residents and businesses.
- Consideration of a timeline, and key milestones to seek a voter-approved measure: when should the city ask?

## **OTHER ALTERNATIVES**

## **COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

Strategic Plan Goal 4 - Fund the Vision while Maintaining Core Services

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

The City Council had a preliminary discussion of this topic ahead of the 2016-17 Budget presentation on March 1, 2016.

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**Attachments**

*No file(s) attached.*

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